

City Clerk File No. _____ Res. 16.069

Agenda No. 3.A _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.069

**TITLE: ORDINANCE ADOPTING AMENDMENTS TO CITY CODE CHAPTER 105 - BUILDING
DEMOLITION TO CODIFY HISTORIC PROPERTIES LIST**

WHEREAS, the current Jersey City code does not allow for demolition of structures 150 years old or older, but does not provide for retaining historically relevant structures outside of this age range; and

WHEREAS, the City of Jersey City ("the City") contracted, in 1986, Phase 2 of a Survey of Jersey City (the "Phase 2 Survey"), with the purpose of compiling an annotated list of districts and individual sites: buildings, structures, sites, objects and landscape features eligible for the National Register of Historic Places distilled from the earlier and more comprehensive Phase 1 Survey of Jersey City, and

WHEREAS, the Phase 2 Survey was therefore produced by Mary B. Dierickx, Architectural Preservation Consultants (Wards A-E) and James W. Foss, Architectural Preservation Consultant (Ward F), and

WHEREAS, the Division of City Planning in conjunction with the Division of Construction Code Official digitized and geo-referenced the Phase 2 Survey list in March of 2016, and

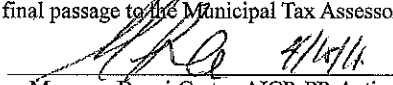
WHEREAS, the Phase 2 Survey list is to be consulted before the demolition of any identified building is approved by the Construction Code Official, and

WHEREAS, no demolition permit shall be issued for a structure 150 years old or older, or for any building included in Phase 2 Survey, without a written opinion issued by the Historic Preservation Officer that the structure no longer maintains its integrity as set forth by the National Register's Criteria for Integrity;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that City Code Chapter 105: Building Demolition be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S.A. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S.A. 40:49-2.1.


Maryann Bucci-Carter, AICP, PP, Acting Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE ADOPTING AMENDMENTS TO CITY CODE CHAPTER 105 - BUILDING DEMOLITION TO CODIFY HISTORIC PROPERTIES LIST

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP Willow Latham	Acting Director Senior Planner
Phone/email	201-547-5010	mcarter@icnj.org wlatham@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This ordinance amends Chapter 105 of the Municipal Code – Building Demolition, to prevent demolitions of properties 150 years or older and/or included in Phase 2 of the Jersey City Survey (the “Phase 2 Survey”) produced by Mary B. Dierickx, Architectural Preservation Consultants (Wards A-E) and James W. Foss, Architectural Preservation Consultant (Ward F).

This Phase 2 Survey has been digitized and geo-referenced by the Division of the Construction Code Official and the Division of City Planning.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/18/16
Date


Signature of Division City Director

4/18/16
Date

SUMMARY STATEMENT

ORDINANCE ADOPTING AMENDMENTS TO CITY CODE CHAPTER 105 - BUILDING DEMOLITION TO CODIFY HISTORIC PROPERTIES LIST

This ordinance amends Chapter 105 of the Municipal Code – Building Demolition, to prevent demolitions of properties 150 years or older and/or included in Phase 2 of the Jersey City Survey (the “Phase 2 Survey”) produced by Mary B. Dierickx, Architectural Preservation Consultants (Wards A-E) and James W. Foss, Architectural Preservation Consultant (Ward F).

This Phase 2 Survey has been digitized and geo-referenced by the Division of the Construction Code Official and the Division of City Planning.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: April 18, 2016

TO: Council President Lavarro, Anthony Cruz, Maryann Bucci-Carter

FROM: Willow Latham, Senior Planner

SUBJECT: Amendments to Chapter 105-Building Demolition to Codify Historic Properties List

This ordinance amends Chapter 105 of the Municipal Code – Building Demolition, to prevent demolitions of properties 150 years or older and/or included in Phase 2 of the Jersey City Survey (the “Phase 2 Survey”) produced by Mary B. Dierickx, Architectural Preservation Consultants (Wards A-E) and James W. Foss, Architectural Preservation Consultant (Ward F).

These properties were identified as part of Phase 2 of a Survey of Jersey City contracted by the City in 1986 to compile an annotated list of districts and individual sites; including buildings, structures, sites, objects and landscape features; eligible for the National Register of Historic Places.

This Phase 2 Survey has been digitized and geo-referenced by the Division of the Construction Code Official and the Division of City Planning.



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.070

**TITLE AN ORDINANCE AMENDING CHAPTER 222 (NOISE) REPEALING ARTICLE 1
(NOISE RESTRICTIONS) AND ADOPTING REVISIONS TO LOCAL NOISE-
CONTROL PROTECTIONS RECOMMENDED BY THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

A. the following amendments to Chapter 222 (Noise) Article I (Noise Restrictions) are hereby adopted:

**CHAPTER 222
NOISE**

**ARTICLE I
NOISE RESTRICTIONS**

§§222-1 through 222-5 and §222-10 are hereby repealed in their entirety

§ 222-1. Declaration of Findings and Policy

- A. excessive sound is a serious hazard to the public health, welfare, safety, and the quality of life; and,
- B. a substantial body of science and technology exists by which excessive sound may be substantially abated; and,
- C. the people have a right to, and should be ensured of, an environment free from excessive sound;
- D. it is the policy of the City of Jersey City to prevent excessive sound that may jeopardize the health, welfare, or safety of the citizens or degrade the quality of life.
- E. This ordinance shall apply to the control of sound originating from sources within the City of Jersey City.

§ 222-2. Definitions

The following words and terms, used in this ordinance, shall have the following meanings unless the context clearly indicates otherwise. Terms not defined in this ordinance have the same meaning as those defined in N.J.A.C.7:29.

CONSTRUCTION - means any site preparation, assembly, erection, repair, alteration or similar action of buildings or structures.

dBC - means the sound level as measured using the "C" weighting network with a sound level meter meeting the standards of ANSI S1.4-1983 or its successors. The unit of reporting is dB(C). The "C" weighting network is more sensitive to low frequencies than the "A" weighting network.

DEMOLITION - means any dismantling, destruction or removal of buildings, structures, or roadways.

DEPARTMENT - means the New Jersey Department of Environmental Protection.

EMERGENCY WORK - means any work or action necessary at the site of an emergency to restore or deliver essential services including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life threatening conditions or a state of emergency declared by a governing agency.

IMPULSIVE SOUND - means either a single pressure peak or a single burst (multiple pressure peaks) that has a duration of less than one second.

MINOR VIOLATION - means a (1) a violation that is not the result of the purposeful, reckless or criminally negligent conduct of the violator; and (2) the activity or condition constituting the violation has not been the subject of an enforcement action by the City, the County, or the State against the violator within the immediately preceding 365 days for the same or substantially similar violation.

MOTOR VEHICLE - means any vehicle propelled other than by human or animal power on land.

MUFFLER - means a properly functioning sound dissipative device or system for abating the sound on engines or equipment where such device is part of the normal configuration of the equipment.

MULTI-DWELLING UNIT BUILDING - means any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

MULTI-USE PROPERTY - means any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

(1) A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels at another category on the same distinct parcel of land; or

(2) A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NOISE CONTROL OFFICER (NCO) - means an employee of a local, county or regional health agency which is certified pursuant to the County Environmental Health Act (N.J.S.A. 26:3A2-21 et seq.) to perform noise enforcement activities or an employee of a municipality with a Department-approved model noise control ordinance. All NCOs must receive noise enforcement training as specified by the Department in N.J.A.C. 7:29 and be currently certified in noise enforcement. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons.

NOISE CONTROL INVESTIGATOR (NCI) - means an employee of a municipality, county or regional health commission that has a Department-approved model noise control ordinance and the employee has not received noise enforcement training as specified by the Department in N.J.A.C. 7:29. However, they are knowledgeable about the model noise ordinance and enforcement procedures. A Noise Control Investigator may only enforce sections of the ordinance that do not require the use of a sound level meter. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons.

PLAINLY AUDIBLE - means any sound that can be detected by an NCO or an NCI using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify plainly audible sound. The NCO or NCI need not determine the title, specific words, or the artist performing the song.

PRIVATE RIGHT-OF-WAY - means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a non-governmental entity.

PUBLIC RIGHT-OF-WAY - means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a governmental entity.

PUBLIC SPACE - means any real property or structures thereon owned, leased, or controlled by a governmental entity.

REAL PROPERTY LINE - means either -

(a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property;

(b) the vertical and horizontal boundaries of a dwelling unit that is part of a multiple dwelling unit building; or

(c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real property line would be the interface between the residential area and the commercial area, or if there is an outdoor sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note- this definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

SOUND PRODUCTION DEVICE - means any device whose primary function is the production of sound, including, but not limited to, any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound amplifying equipment.

SOUND REDUCTION DEVICE - means any device, such as a muffler, baffle, shroud, jacket, enclosure, isolator, or dampener provided by the manufacturer with the equipment, or that is otherwise required that mitigates the sound emissions of the equipment.

WEEKDAY - means any day that is not a federal holiday, and beginning on Monday at 8:00 a.m. and ending on the following Friday at 6:00 p.m.

WEEKENDS - means beginning on Friday at 6:00 p.m. and ending on the following Monday at 8:00 a.m.

§ 222-3. Applicability

A. This noise ordinance applies to sound from the following property categories:

1. Industrial facilities;
2. Commercial facilities;
3. Public service facilities;
4. Community service facilities;
5. Residential properties;
6. Multi-use properties;
7. Public and private rights-of-ways;
8. Public spaces; and
9. Multi-dwelling unit buildings.

B. This noise ordinance applies to sound received at the following property categories:

1. Commercial facilities;
2. Public service facilities;
3. Community service facilities (i.e. non-profits and/or religious facilities)
4. Residential properties;
5. Multi-use properties; and
6. Multi-dwelling unit buildings.

C. Sound from stationary emergency signaling devices shall be regulated in accordance with N.J.A.C. 7:29-1.4, except that the testing of the electromechanical functioning of a stationary emergency signaling device shall not meet or exceed 10 seconds.

§ 222-4. Exemptions

A. Except as provided in 222-9 and 222-10 below, the provisions of this ordinance shall not apply to the exceptions listed at N.J.A.C. 7:29-1.5.

- B. Sound production devices required or sanctioned under the Americans with Disabilities Act (ADA), FEMA or other government agencies to the extent that they comply with the noise requirement of the enabling legislation or regulation. Devices which are exempted under N.J.A.C. 7:29-1.5 shall continue to be exempted.
- C. Construction and demolition activities are exempt from the sound level limits set forth in Tables I and II and III except as provided for in 222-9 below.

§222-5. Enforcement Officers

- A. Noise Control Officers shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance and pursue enforcement activities.
- B. Noise Control Investigators shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance that do not require the use of a sound level meter (i.e., plainly audible, times of day and/or distance determinations) and pursue enforcement activities.
- C. Noise Control Officers and Investigators may cooperate with NCOs and NCIs of an adjacent municipality in enforcing one another's municipal noise ordinances.
- D. For purposes of City of Jersey City municipal enforcement, the following officers and agents of the City shall have the power and authority to enforce this chapter: construction code official(s), zoning officers, health officer(s), environmental health specialist(s), police officers and the Office of Emergency Management.
- E. No person shall refuse to allow an authorized employee of the City or other authorized City employee who presents appropriate credentials to perform reasonable sound testing on any device or devices, including but not limited to requiring the temporary shutting down of said device or devices for the purposes of such testing except that upon a showing that the inspection would produce a noticeable interruption of services that would cause discomfort to employees or customers or require a building engineer or other professional to work with the equipment, such authorized employee shall reschedule the inspection for a more convenient time.

§ 222-6. Measurement Protocols

- A. Sound measurements made by a Noise Control Officer shall conform to the procedures set forth at N.J.A.C. 7:29-2, except that interior sound level measurements shall also conform with the procedures set forth in 222-6.B of this ordinance and with the definition of "real property line" as contained herein.
- B. When conducting indoor sound level measurements across a real property line, the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The neighborhood residual sound level shall be measured in accordance with N.J.A.C. 7:29-2.9(b)2. When measuring total sound level, the configuration of the windows and doors shall be the same, and all sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.

§ 222-7 . Maximum Permissible Sound Levels

- A. No person shall cause or permit the operation of any source of sound on any source property listed in 223-A above in such a manner as to create a sound level that equals or exceeds the sound level limits in Tables I, II or III when measured at or within the real property line of any of the receiving properties listed in Tables I, II or III except as specified in 222-6B.

B. Impulsive Sound

Between 8:00 a.m. and 10:00 p.m., impulsive sound shall not equal or exceed 80 decibels. Between 10:00 p.m. and 8:00 a.m., impulsive sound which occurs less than four times in any hour shall not equal or exceed 80 decibels. Impulsive sound which repeats four or more times in any hour shall be measured as continuous sound and shall meet the requirements as shown in Tables I and II.

TABLE I**MAXIMUM PERMISSIBLE A-WEIGHTED SOUND LEVELS WHEN MEASURED OUTDOORS**

RECEIVING PROPERTY CATEGORY	Residential property, or residential portion of a multi-use property	Commercial facility, public service facility, non-residential portion of a multi-use property, or community service facility	
TIME	8 a.m.-10 p.m.	10 p.m.-8a.m.	24 hours
Maximum A-Weighted sound level standard, dB	65	50	65

TABLE II**MAXIMUM PERMISSIBLE A-WEIGHTED SOUND LEVELS WHEN MEASURED INDOORS**

RECEIVING PROPERTY CATEGORY	Residential property, or residential portion of a multi-use property	Commercial facility, or non residential portion of a multi use property, or community service facility	
TIME	8 a.m.-10 p.m.	10 p.m.-8 a.m.	24 hours
Maximum A-Weighted sound level standard, dB	55	40	55

Note: Table II shall only apply when the source and the receptor are separated by a real property line and they also share a common or abutting wall, floor or ceiling, or are on the same parcel of property.

TABLE III**MAXIMUM PERMISSIBLE OCTAVE BAND SOUND PRESSURE LEVELS IN DECIBELS**

Receiving Property Category	Residential property, or residential portion of a multi-use property	Residential property, or residential portion of a multiuse property INDOORS	Commercial facility, public service facility, non-residential portion of a multi-use property, or community	Commercial facility of non residential portion of a multi-use property
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	OUTDOORS				service facility	
					OUTDOORS	INDOORS
Octave Band Center Frequency, Hz.	Octave Band Sound Pressure Level, dB		Octave Band Sound Pressure Level, dB		Octave Band Sound Pressure Level, dB	Octave Band Sound Pressure Level, dB
Time	8 a.m.-10 p.m.	10 p.m.-8 a.m.	8 a.m.-10 p.m.	10 p.m.-8 a.m.	24 Hours	24 Hours
31.5	96	86	86	76	96	86
63	82	71	72	61	82	72
125	74	61	64	51	74	64
250	67	53	57	43	67	57
500	63	48	53	38	63	53
1,000	60	45	50	35	60	50
2,000	57	42	47	32	57	47
4,000	55	40	45	30	55	45
8,000	53	38	42	28	53	43

Note: When octave measurements are made, the sound from the source must be constant in level and character. If octave band sound pressure level variations exceed plus or minus 2 dB in the bands containing the principal source frequencies, discontinue the measurement.

§ 222-8. Sound Production Devices

No person shall cause or permit the operation of any sound production device in such a manner that the sound crosses a property line and raises the total sound levels above the neighborhood residual sound level by more than the permissible sound level limits set forth in Table IV when measured within the residence of a complainant according to the measurement protocol in 222-6.B of this ordinance. These sound level measurements shall be conducted with the sound level meter set for "C" weighting, "fast" response.

TABLE IV

MAXIMUM PERMISSIBLE INCREASE IN TOTAL SOUND LEVELS WITHIN A RESIDENTIAL PROPERTY

Week nights 10:00 p.m. - 8:00 a.m. Weekend nights 11:00 p.m. and 9:00 a.m.	All other times
3dB(C)	6 dB(C)

§ 222-9. Restricted Uses and Activities

The following standards shall apply to the activities or sources of sound set forth below:

- A. Excluding emergency work, power tools, home maintenance tools, and landscaping and yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m.,

unless such activities can meet the applicable limits in Tables I, II or III. At all other times the limits set forth in Tables I, II or III do not apply. All motorized equipment used in these activities shall be operated with a muffler and/or sound reduction device.

- B. Excluding emergency work, power tools, landscaping and yard maintenance equipment used by nonresidential operators (e.g. commercial operators, public employees) shall not be operated on a residential, commercial, industrial or public (e.g. golf course, parks, athletic fields) property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekends or federal holidays unless such activities can meet the limits set forth in Tables I, II or III. At all other times the limits set forth in Tables I, II or III do not apply. All motorized equipment used in these activities shall be operated with a muffler and/or sound reduction device. Emergency work, as defined in this section, is excluded from the above restrictions.
- C. Excluding emergency work, construction and demolition activity shall not be performed between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours 6:00 p.m. and 9:00 a.m. on weekends and federal holidays, unless such activities can meet the limits in Tables I, II or III. At all other times the limits in Tables I, II and III do not apply. All motorized equipment used in construction and demolition activity shall be operated with a muffler and/or sound reduction device.
- D. Alterations or repairs to existing owner-occupied or rental dwellings, community service facilities, or schools may be performed on Saturdays and Sundays between the hours of 10:00 a.m. and 4:00 p.m. subject to compliance with Tables I, II and III as applicable.
- E. Motorized snow removal equipment, with the exception of equipment operated by the City of Jersey City or contractors employed by the City of Jersey City, shall be operated with a muffler or a sound reduction device when being used for snow removal. At all times the limits set forth in Tables I, II or III do not apply.
- F. All interior and exterior burglar alarms of a building or motor vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for continuous airborne sound, and fifteen (15) minutes for intermittent sound after it has been activated. At all times the limits set forth in Tables I, II or III do not apply.
- G. Self-contained, portable, non-vehicular music or sound production devices shall not be operated on a public space or public right-of-way in such a manner as to be plainly audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., sound, operated on a public space or public right-of-way, from such equipment shall not be plainly audible at a distance of 25 feet in any direction from the operator.
- H. All music or other unreasonable noise originating from a sound production device in connection with the operation of any commercial establishment or enterprise when the level of sound attributable to such music or noise, as measured inside any receiving property dwelling unit is in excess of measures established in Table IV, shall be prohibited.
- I. It shall be unlawful for any property owner or tenant to allow any domesticated or caged animal to create a sound across a real property line which unreasonably disturbs or interferes with the peace, comfort, and repose of any resident, or to refuse or intentionally fail to cease the unreasonable noise when ordered to do so by a Noise Control Officer or Noise Control Investigator. Prima facie evidence of a violation of this section shall include but not be limited to:

- 1) Vocalizing (howling, yelping, barking, squawking etc.) for five (5) minutes without interruption, defined as an average of four or more vocalizations per minute in that period; or,
- 2) Vocalizing for twenty (20) minutes intermittently, defined as an average of two vocalizations or more per minute in that period.

It is an affirmative defense under this subsection that the dog or other animal was intentionally provoked to bark or make any other noise.

§ 222-10. Motor Vehicles

Violations of paragraphs A through D of this section shall be considered purposeful and therefore not a minor violation.

- A. No person shall remove or render inoperative, or cause to be removed or rendered inoperative or less effective than originally equipped, other than for the purposes of maintenance, repair, or replacement, of any device or element of design incorporated in any motor vehicle for the purpose of noise control. No person shall operate a motor vehicle or motorcycle which has been so modified. A vehicle not meeting these requirements shall be deemed in violation of this provision if it is operated stationary or in motion in any public space or public right-of-way.
- B. No motorcycle shall be operated stationary or in motion unless it has a muffler that complies with and is labeled in accordance with the Federal Noise Regulations under 40 CFR Part 205.
- C. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is plainly audible at distance of 25 feet in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.
- D. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is plainly audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Ice cream and other food vending trucks, while in residential neighborhoods, are prohibited from the playing of jingles while stationary. Jingles may only be played when the vehicle is in motion.
- E. Commercial vehicles shall not be permitted to idle for more than three (3) minutes in any residential district
- F. The use of vehicle horns shall not be permitted except as a warning in situations of imminent danger.

§222-11. Enforcement

- A. Violation of any provision of this ordinance shall be cause for a Notice of Violation (NOV) or a Notice of Penalty Assessment (NOPA) document to be issued to the violator by the Noise Control Officer or Noise Control Investigator.
- B. Any person who violates any provision of this ordinance shall be subject to a civil penalty for each offense of not more than the maximum penalty pursuant to N.J.S.A. 40:69A-29. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate, and distinct offense.
- C. Upon identification of a violation of this Ordinance the Noise Control Officer or Noise Control Investigator shall issue an enforcement document to the violator. The enforcement document shall identify the condition or activity that constitutes the violation and the specific provision of this Ordinance that

has been violated. It shall also indicate whether the violator has a period of time to correct the violation before a penalty is sought.

- D. If the violation is deemed by the Noise Control Officer or Noise Control Investigator to be a minor violation (as defined in Section 222-2 of this ordinance), an NOV shall be issued to the violator.

(1) The document shall indicate that the purpose of the NOV is intended to serve as a notice to warn the responsible party/violator of the violation conditions in order to provide them with an opportunity to voluntarily investigate the matter and voluntarily take corrective action to address the identified violation.

(2) The NOV shall identify the time period (up to 90 days), pursuant to the Grace Period Law, N.J.S.A. 13:1D-125 et seq. where the responsible party's/violator's voluntary action can prevent a formal enforcement action with penalties issued by the City of Jersey City, or the Hudson Regional Health Commission. It shall be noted that the NOV does not constitute a formal enforcement action, a final agency action or a final legal determination that a violation has occurred. Therefore, the NOV may not be appealed or contested.

- E. If the violation is deemed by the Noise Control Officer or Noise Control Investigator to be a non-minor violation the violator shall be notified that if the violation is not immediately corrected a NOPA with a civil penalty of no more than the maximum penalty allowed pursuant to N.J.S.A. 40:69A-29 will be issued. If a non-minor violation is immediately corrected a NOV without a civil penalty shall still be issued to document the violation. If the violation occurs again (within 365 days of the initial violation) a NOPA shall be issued regardless of whether the violation is immediately corrected or not.
- F. The violator may request from the Noise Control Officer or Noise Control Investigator, an extension of the compliance deadline in the enforcement action. The Noise Control Officer or Noise Control Investigator shall have the option to approve any reasonable request for an extension (not to exceed 180 days) if the violator can demonstrate that a good faith effort has been made to achieve compliance. If an extension is not granted and the violation continues to exist after the grace period ends, a NOPA shall be issued.
- G. The recipient of a NOPA shall be entitled to a hearing in a municipal court having jurisdiction to contest such action.
- H. The Noise Control Officer or Noise Control Investigator may seek injunctive relief if the responsible party does not remediate the violation within the period of time specified in the NOPA issued.
- I. Any claim for a civil penalty may be compromised and settled based on the following factors:
- (1) Mitigating or any other extenuating circumstances;
 - (2) The timely implementation by the violator of measures which lead to compliance;
 - (3) The conduct of the violator; and
 - (4) The compliance history of the violator.
- J. No provision of this ordinance shall be construed to impair any common law or statutory cause of action, or legal remedy there from, of any person for injury or damage arising from any violation of this ordinance or from other law.

§ 222-12. Consistency, Severability and Repealer

If any provision or portion of a provision of this ordinance is held to unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated

- B. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.
- C. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All material is new, therefore, underlining has been omitted; words in {brackets} are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed mater by *italic*.

TF
4/20/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

City Clerk File No. Res. 16.071

Agenda No. 3-C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.071

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
TITLE: AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – R-3 MULTI-FAMILY MID-
RISE DISTRICT, TOWNHOUSE USE**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, there is a need to allow a less intense uses such as one and two family residences; and

WHEREAS, the Planning Board voted to recommend adoption of this amendment by the Municipal Council at their April 5, 2016 regular meeting;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Jersey City Land Development Ordinance, be and is hereby amended as follows (Material indicated by strikethrough like this is existing material that is intended to be deleted. Material indicated by bold italic like this is new material that is intended to be enacted):

Amendment to Jersey City Land Development Ordinance for Chapter 345, Article V, Section 42 – R-3 Multi-Family Mid-Rise District.

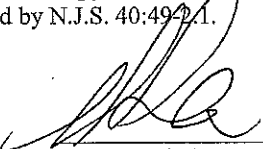
B. Permitted principal uses are as follows:

1. Mid-rise apartment buildings, (see 345-6 for definition).
2. Townhouses ~~with no less than three dwelling units.~~
3. Three and four family detached dwellings.
4. Houses of worship.
5. Parks and playgrounds.
6. Essential services.
7. Schools.
8. Governmental uses.
9. Office uses, including medical offices for no more than two practitioners, as part of the ground floor of mid-rise apartment buildings along John F. Kennedy Boulevard.
10. Assisted living residences.
11. Nursing homes.
12. Senior housing.
13. Public utilities, except that natural gas transmission lines shall be prohibited.
[Added 12-15-2010 by Ord. No. 10-164]
14. Groundfloor retail, limited to new construction on corner lots.

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS FOR THE ADDITION OF A CAFÉ USE TO ARTICLE I (DEFINITIONS) AND
ARTICLE V, SECTION 60 – SUPPLEMENTARY ZONING**

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-1.

 4/12/16
Maryann Bucci-Carter, PP, AICP
Acting Director of Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – R-3
MULTI-FAMILY, MID-RISE DISTRICT, TOWNHOUSE USE****Initiator**

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Acting Director
	Tanya R. Marione PP, AICP	Principal Planner
Phone/email	201-547-5010	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This Ordinance amends Chapter 345-42 of the Jersey City Land Development Ordinance, regulating the R-3 Multi-Family Mid-Rise District, to provide amendment to townhouse use so that one and two family residential buildings are permitted.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/12/16
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: April 12, 2016
TO: Council President Lavarro, Anthony Cruz, Maryann Bucci-Carter
FROM: Tanya R. Marione, PP, AICP
SUBJECT: R-3 Townhouse Use

The amendment before you pertains to the Land Development Ordinance regulations for the R-3 Multi-Family Mid-Rise District (Chapter 345-42). Presently, this section of the ordinance contains a condition that permits townhouses containing no less than 3 or 4 dwelling units. This amendment will permit for townhouses with 1 and 2 residential units as well, which matches with the Land Development Ordinance definition of townhouse.

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – R-3 MULTI-FAMILY, MID-RISE DISTRICT, TOWNHOUSE USE

The amendment before you pertains to the Land Development Ordinance regulations for the R-3 Multi-Family Mid-Rise District (Chapter 345-42). Presently, this section of the ordinance contains a condition that permits townhouses containing no less than 3 or 4 dwelling units. This amendment will permit for townhouses with 1 and 2 residential units as well, which matches with the Land Development Ordinance definition of townhouse.

City Clerk File No. Ord. 16.072

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.072

TITLE:
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND
THE REGULATING STANDARDS RELATING TO BLOCK 10 OF THE REDEVELOPMENT PLAN**

WHEREAS, the Local Redevelopment and Housing Law, NJSA 40A:12A-1et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment" and "in need of rehabilitation"; and

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Liberty Harbor North Redevelopment Plan Area on March 2, 1983; and

WHEREAS, the Liberty Harbor North Redevelopment Plan has been amended periodically since its adoption with sweeping changes made in 2002 by the adoption of the Duany Plater-Zyberk Master Plan; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to assure continued high quality design and development within the Liberty Harbor North Redevelopment Plan area; and

WHEREAS, this ordinance adopts amendments to all maps in the Liberty Harbor North RDP relating to Block 10, including: *Redevelopment Area Districts Map, Block Identification Plan Map, Current Plan Map, Vehicular Circulation Map, Recreational & Community Facility Spaces Map, Regulating Plan: Heights Map, Regulating Plan: Frontages Map, Capacity Summary Table, Intensity Summary Table*; and

WHEREAS, the Planning Board of Jersey City, at its meeting of April 5, 2016, reviewed this amendment and found there to be many advantages. The board unanimously recommended that the Municipal Council adopt the proposed amendments; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed Amendments, attached hereto, as Recommended by the Jersey City Planning Board on April 5, 2016 be, and hereby is, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Maryann Bucci-Carter, PP/ATCP, Planning Acting Director

APPROVED AS TO LEGAL FORM

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 10 OF THE REDEVELOPMENT PLAN

Initiator

Department/Division	HEDC/Planning	
Name/Title	Maryann Bucci-Carter, PP, AICP	Acting Director
	Tanya R. Marione, PP, AICP	Principal Planner
Phone/email	201-547-5010	tanyam@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

The proposed amendments are for Block 10 of the Liberty Harbor North Redevelopment Plan.

This ordinance adopts amendments to the following redevelopment plan maps pertaining to Block 10 on:

- Redevelopment Area Districts ; Block Identification Plan, Vehicular Circulation, Recreation & Community Facility Spaces, Regulating Plan: Heights; Regulating Plan: Frontages; Capacity Summary; and Intensity Summary

The proposed amendment will change Block 10:

- Change the use from office use to residential use, maintaining the same floor area
- Require a café use
- Construction for the connection for the existing waterfront walkway

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/18/16
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Memorandum

DATE: April 14, 2016

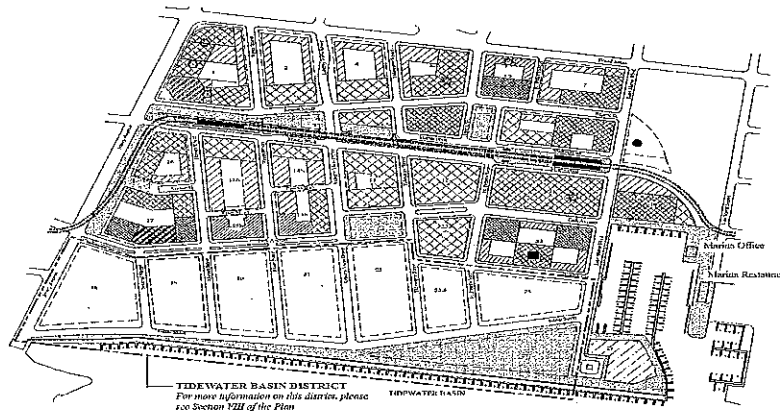
TO: Rolando Lavarro, Council President
Member of the Municipal Council

FROM: Maryann Bucci-Carter, PP, AICP; Planning Acting Director
Tanya R. Marione, PP, AICP; Principal Planner

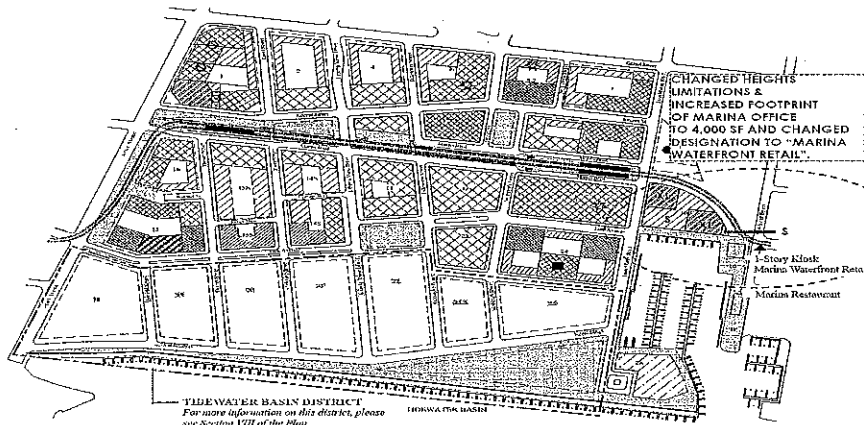
SUBJECT: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR
NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING
STANDARDS RELATING TO BLOCK 10 OF THE REDEVELOPMENT
PLAN

The proposed amendment will change Block 10 from office use to residential use, maintain the same floor area, and connect the existing waterfront walkway.

EXISTING



PROPOSED



SUMMARY STATEMENT

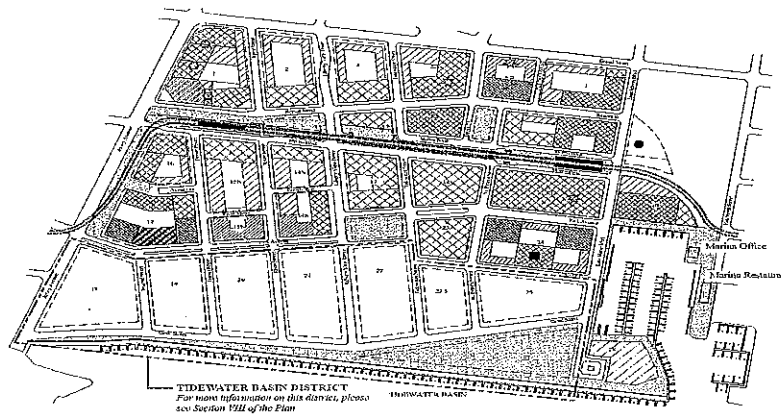
ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 10 OF THE REDEVELOPMENT PLAN

This ordinance adopts amendments to the following redevelopment plan maps pertaining to Block 10 on:

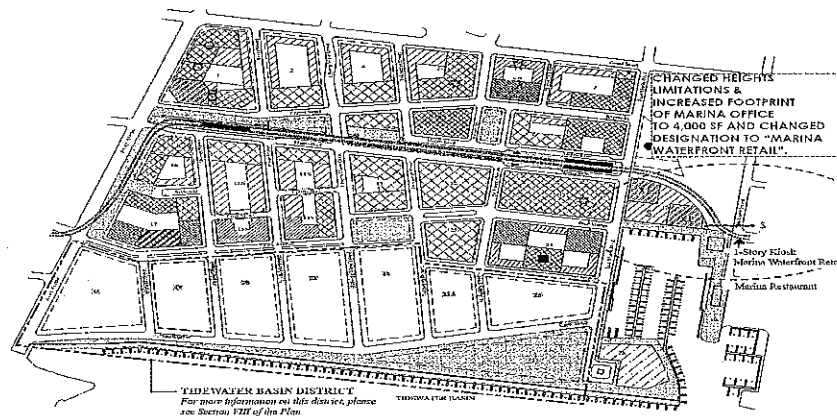
- Redevelopment Area Districts ; Block Identification Plan, Vehicular Circulation, Recreation & Community Facility Spaces, Regulating Plan: Heights; Regulating Plan: Frontages; Capacity Summary; and Intensity Summary

The proposed amendment will change Block 10 from office use to residential use, maintain the same floor area, and connect the existing waterfront walkway.

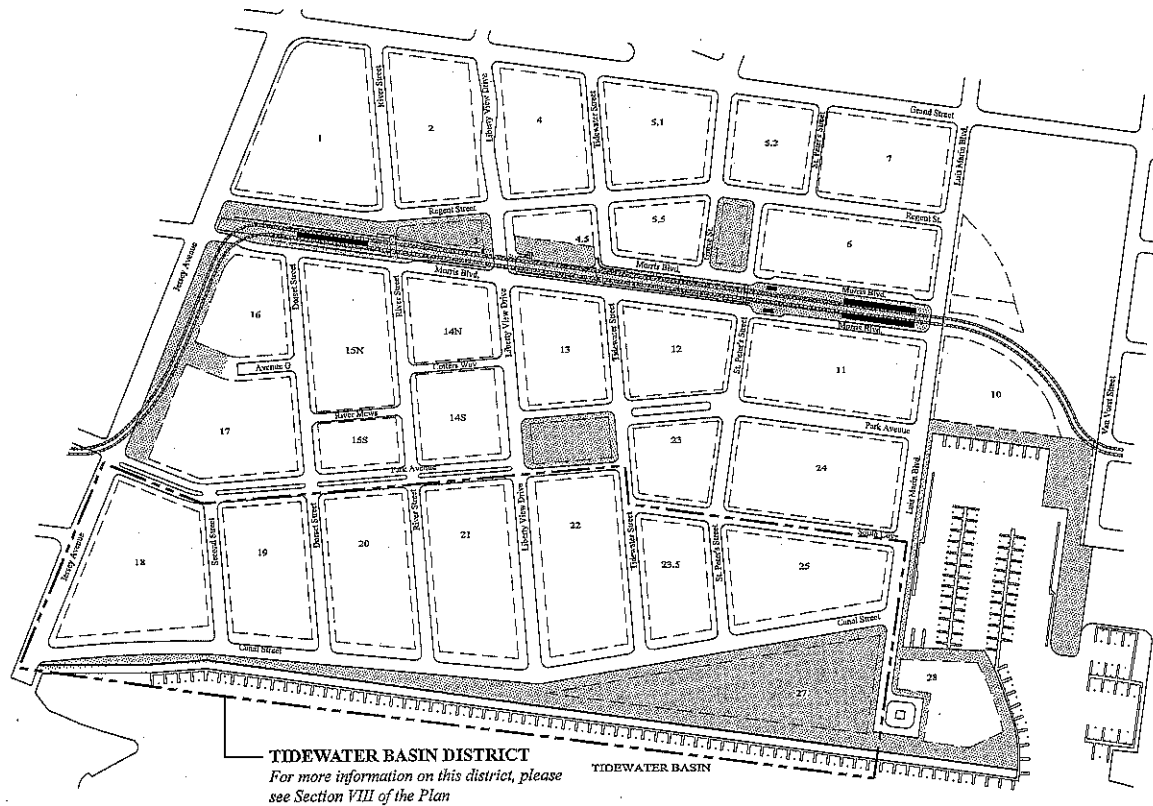
EXISTING



PROPOSED



BLOCK 10
ORIGINAL -VS- PROPOSED AMENDMENTS



Tidewater Basin District

This map identifies the Tidewater Basin District within the larger Liberty Harbor North Redevelopment Area. The Tidewater Basin District was created by amendment to the Redevelopment Plan in 2009 and includes the following blocks: 18, 19, 20, 21, 22, 23.5, 25, and 27.

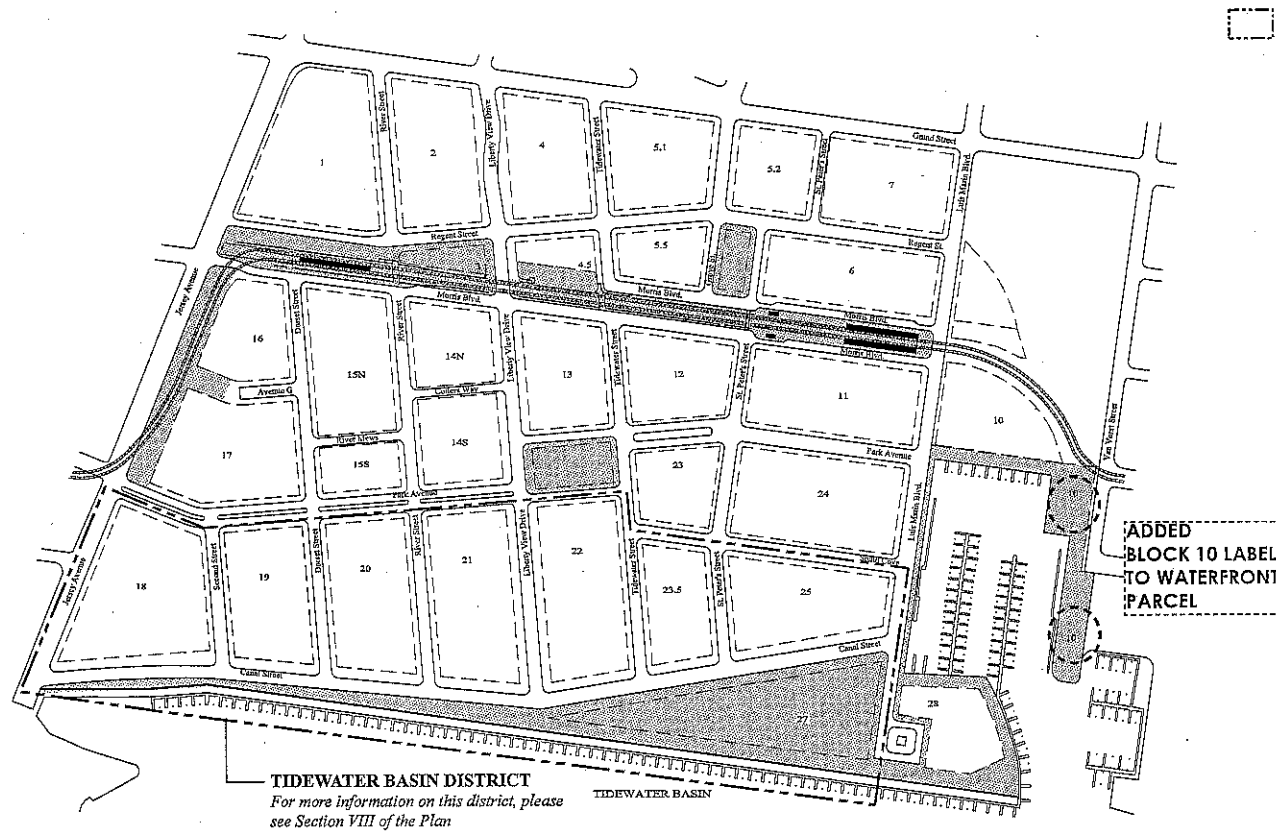
A new chapter, Section VIII Tidewater Basin District, has been added to the Redevelopment Plan. All regulations contained in the Plan apply to the Tidewater Basin District except when superseded by specific regulations contained in Section VIII Tidewater Basin District.



0 75 150 300 600

PROPOSED AMENDMENT

REDEVELOPMENT AREA DISTRICTS



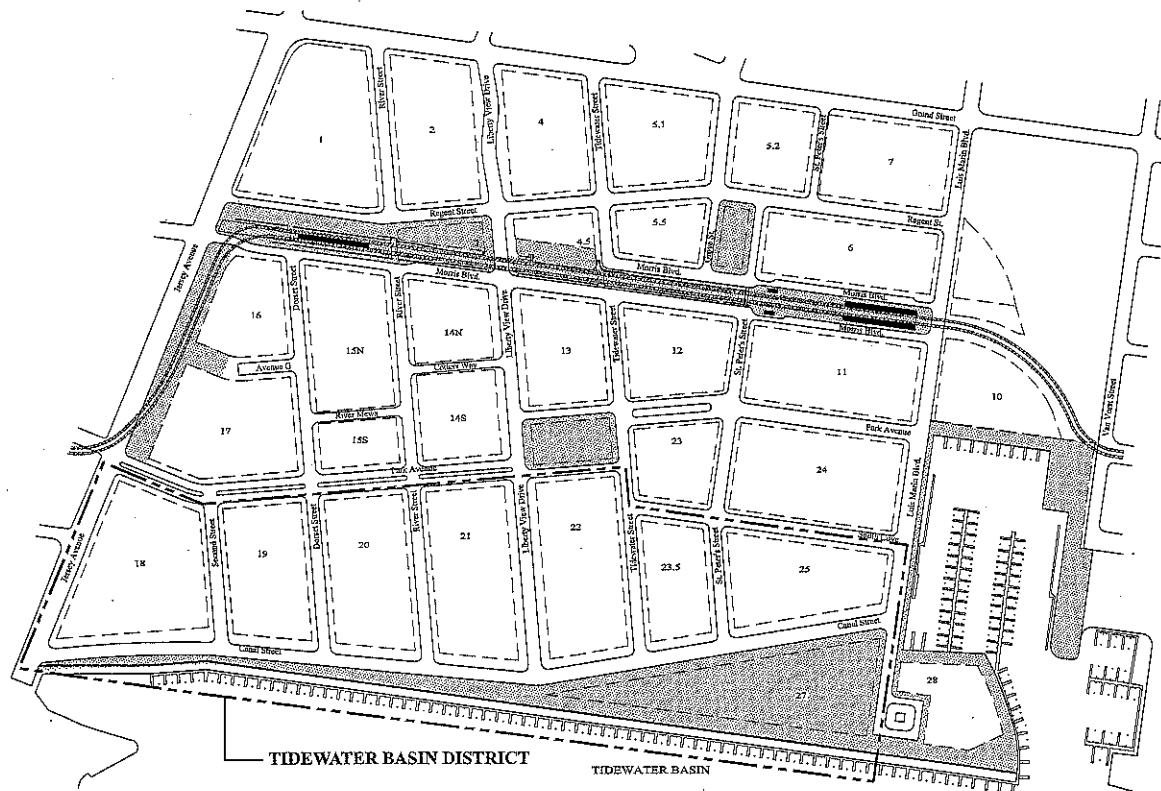
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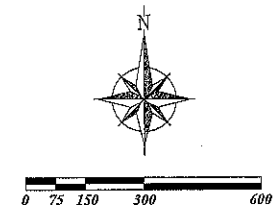
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Right-of-Way Lines

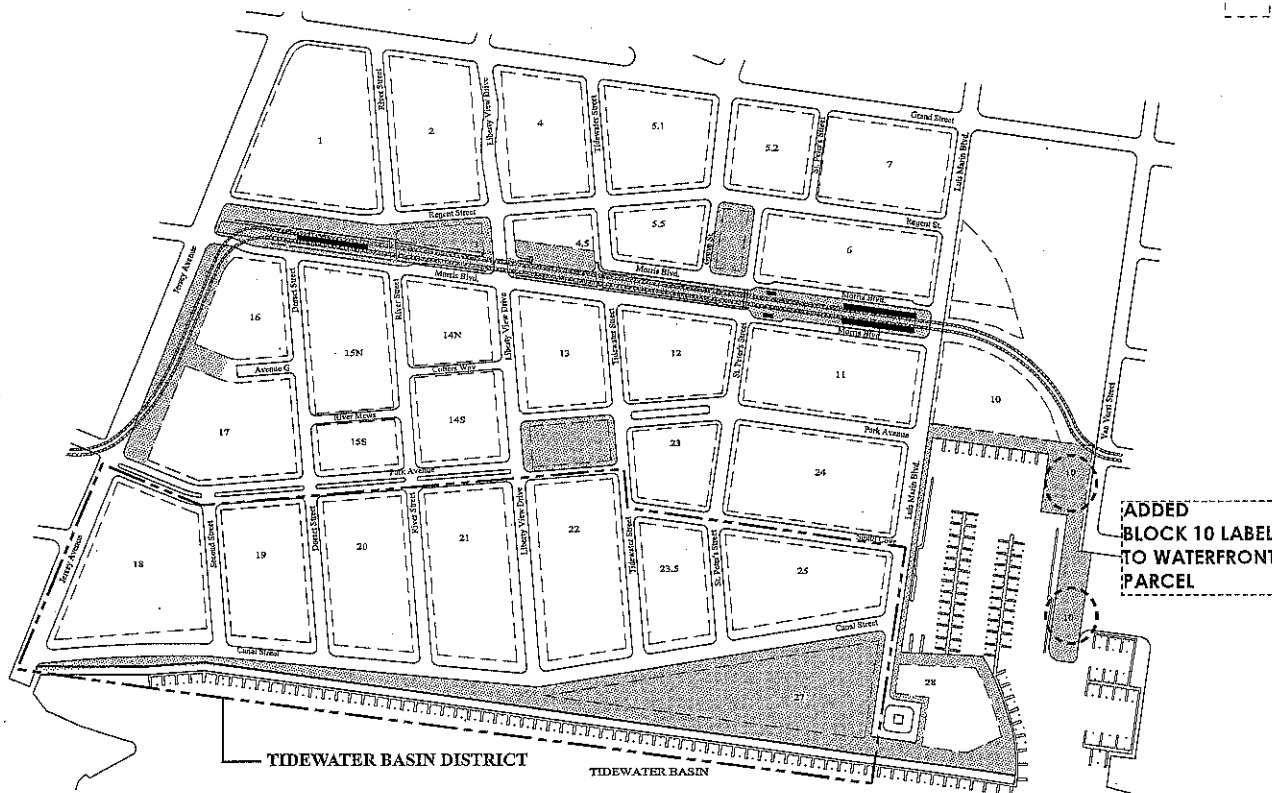
The plan has been modified somewhat since the charrette in response to new survey information and the request of the City. The largest park along Canal Street has been enlarged to the west in order to meet Liberty View Drive, the main north-south axis in the center of the plan. Liberty View Drive has its vista focused on the Statue of Liberty, while Morris Boulevard frames a view of lower Manhattan.

*NOTE: Street names are for Redevelopment Plan reference only. Actual street names, after construction, shall be chosen from, and guided by the circa 1874 grid plan of this area.



PROPOSED AMENDMENT

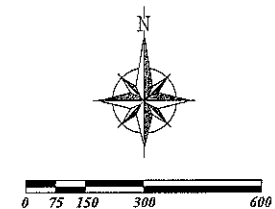
CURRENT PLAN



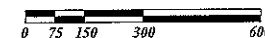
Right-of-Way Lines

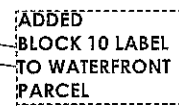
The plan has been modified somewhat since the charrette in response to new survey information and the request of the City. The largest park along Canal Street has been enlarged to the west in order to meet Liberty View Drive, the main north-south axis in the center of the plan. Liberty View Drive has its vista focused on the Statue of Liberty, while Morris Boulevard frames a view of lower Manhattan.

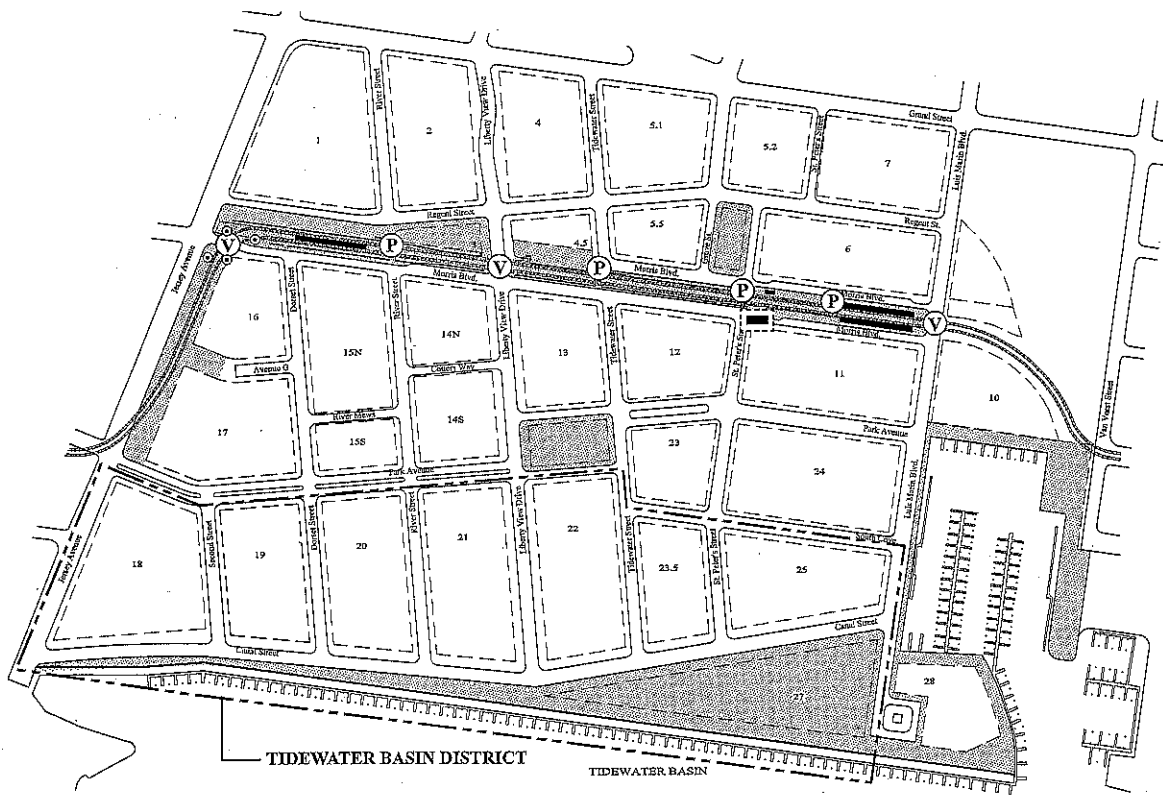
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BLOCK IDENTIFICATION PLAN

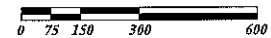






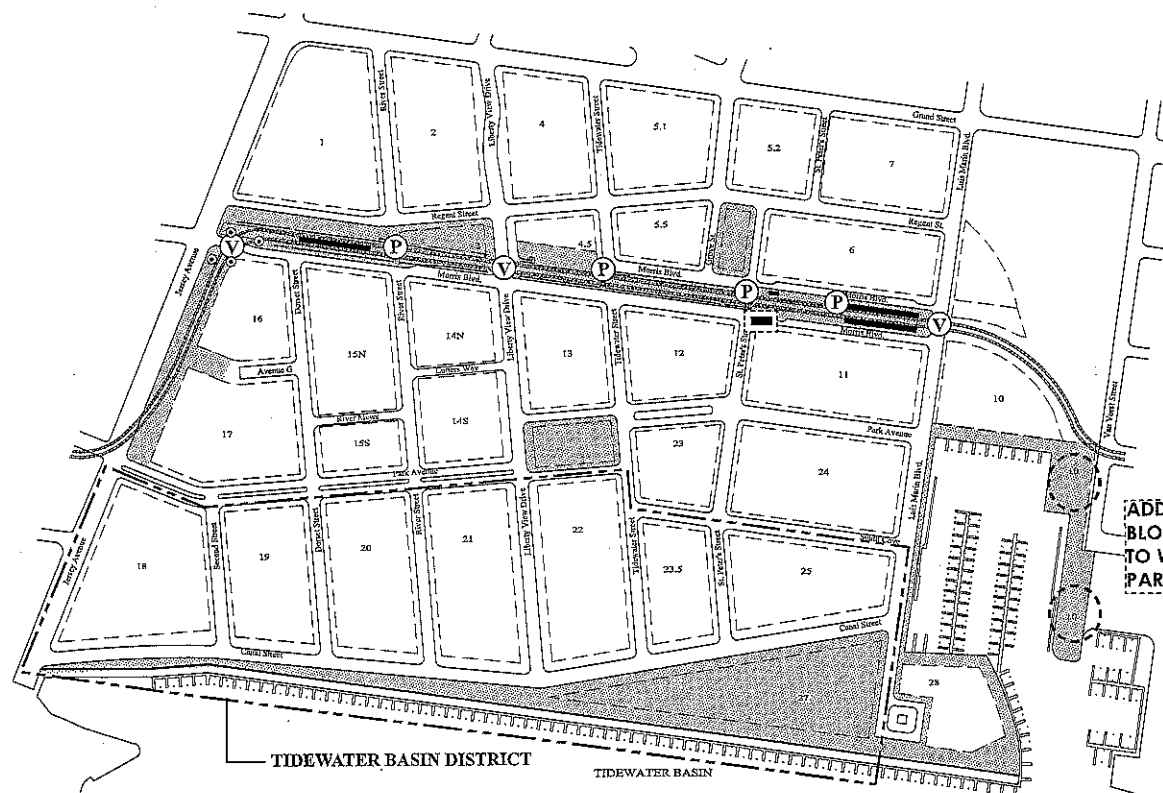
- Approximate Station Location
- Ⓟ Pedestrian Crossing of Tracks
- Ⓥ Vehicular & Pedestrian Crossing
- || Proposed Additional Pedestrian Access/Steps to Platform
- ⊙ Relocate Cantenary Poles if Necessary
- ▬ Relocate or rehouse mechanical equipment in decorative enclosure to be approved by the Jersey City Planning Board during the design and construction approval for Morris Boulevard.

The vehicular and pedestrian crossing points shown here are the result of consultations among the re-developer, the City, and New Jersey Transit. While they are far from ideal—more frequent crossings would make the project more walkable—they represent an acceptable minimum standard. An unsightly mechanical shed has been located within the desired roadway trajectory, visible just below the central pedestrian crossing. This structure, if it cannot be moved, shall be rehoused in an enclosure appropriate to its prominent location.



PROPOSED AMENDMENT

LIGHT RAIL TRANSIT CROSSINGS



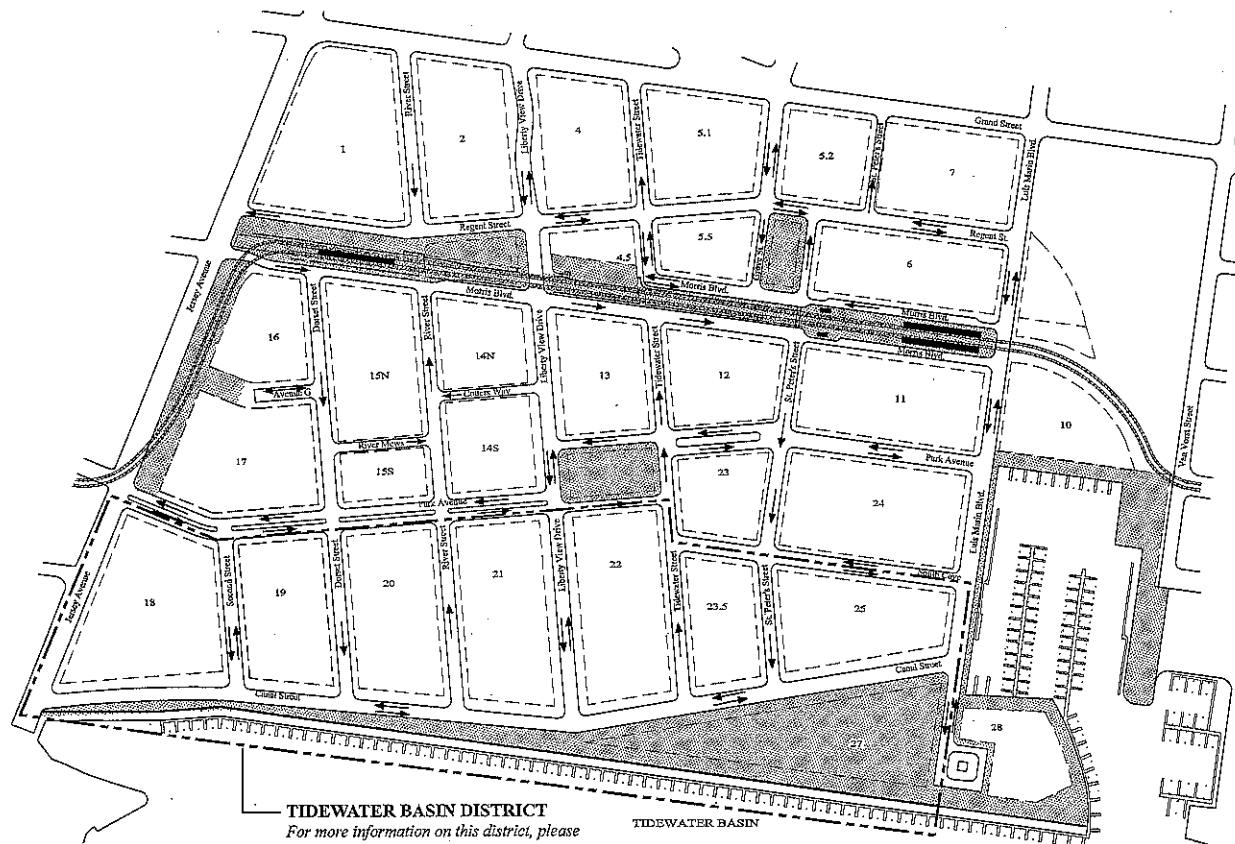
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The vehicular and pedestrian crossing points shown here are the result of consultations among the re-developer, the City, and New Jersey Transit. While they are far from ideal—more frequent crossings would make the project more walkable—they represent an acceptable minimum standard. An unsightly mechanical shed has been located within the desired roadway trajectory, visible just below the central pedestrian crossing. This structure, if it cannot be moved, shall be rehoused in an enclosure appropriate to its prominent location.

ADDED
BLOCK 10 LABEL
TO WATERFRONT
PARCEL



0 75 150 300 600



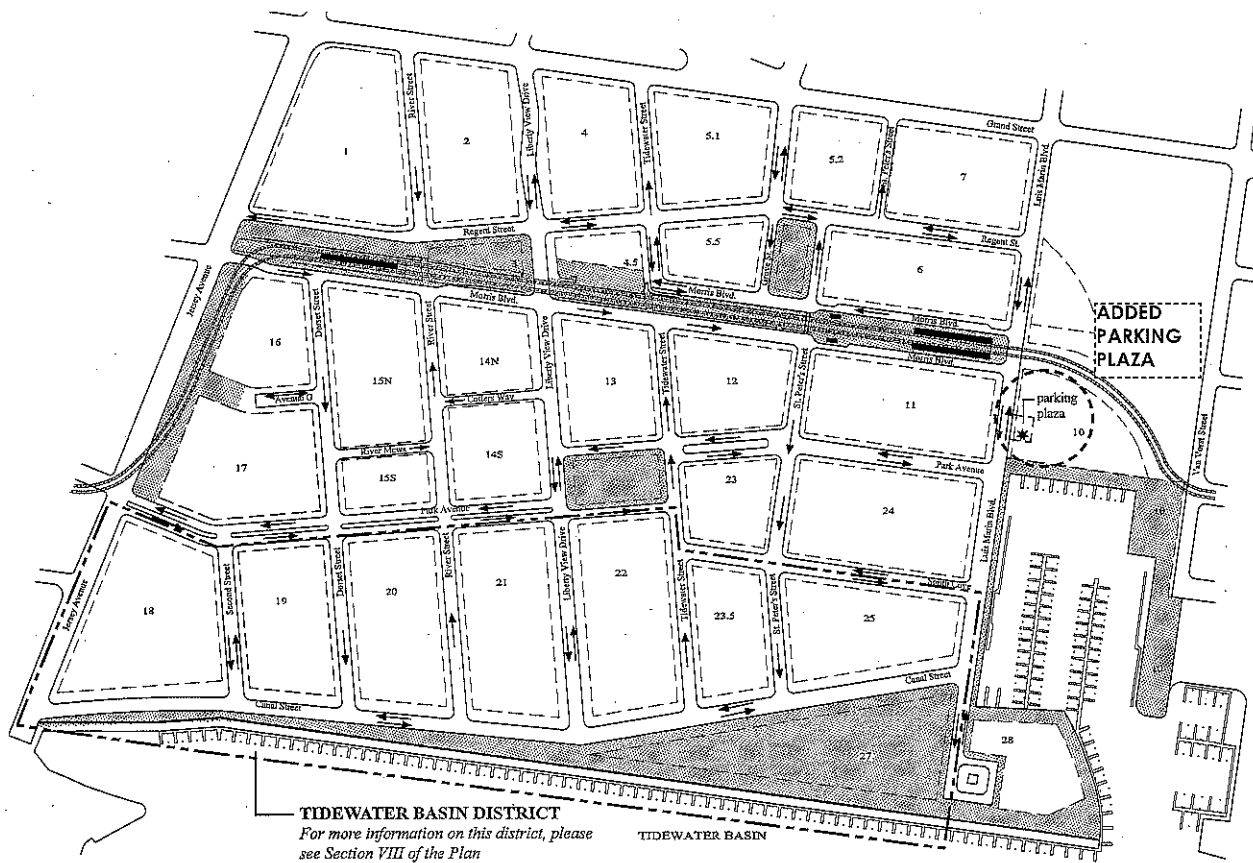
Similar to much of Manhattan's grid, streets that pass the ends of blocks carry two-way traffic, while the more frequent cross-streets are largely one-way. One-way streets are typically provided in pairs, so that lengthy loops are avoided. All streets shall be improved to the satisfaction of the Municipal Engineer and developed to municipal standards and shall be maintained without gates and open to public vehicles and pedestrians.

* The vehicular traffic directions identified here reflect directions at total build-out. Traffic direction may change during various phases of completion, pursuant to Planning Board approval.



PROPOSED AMENDMENT

VEHICULAR CIRCULATION



Similar to much of Manhattan's grid, streets that pass the ends of blocks carry two-way traffic, while the more frequent cross-streets are largely one-way. One-way streets are typically provided in pairs, so that lengthy loops are avoided. All streets shall be improved to the satisfaction of the Municipal Engineer and developed to municipal standards and shall be maintained without gates and open to public vehicles and pedestrians.

* The vehicular traffic directions identified here reflect directions at total build-out. Traffic direction may change during various phases of completion, pursuant to Planning Board approval.

* Plaza to be flush curb, decorative material, include hidden lighting, and designed to continue the Marin Blvd sidewalk pattern along the street frontage.

ADDED PARKING PLAZA REQUIREMENT



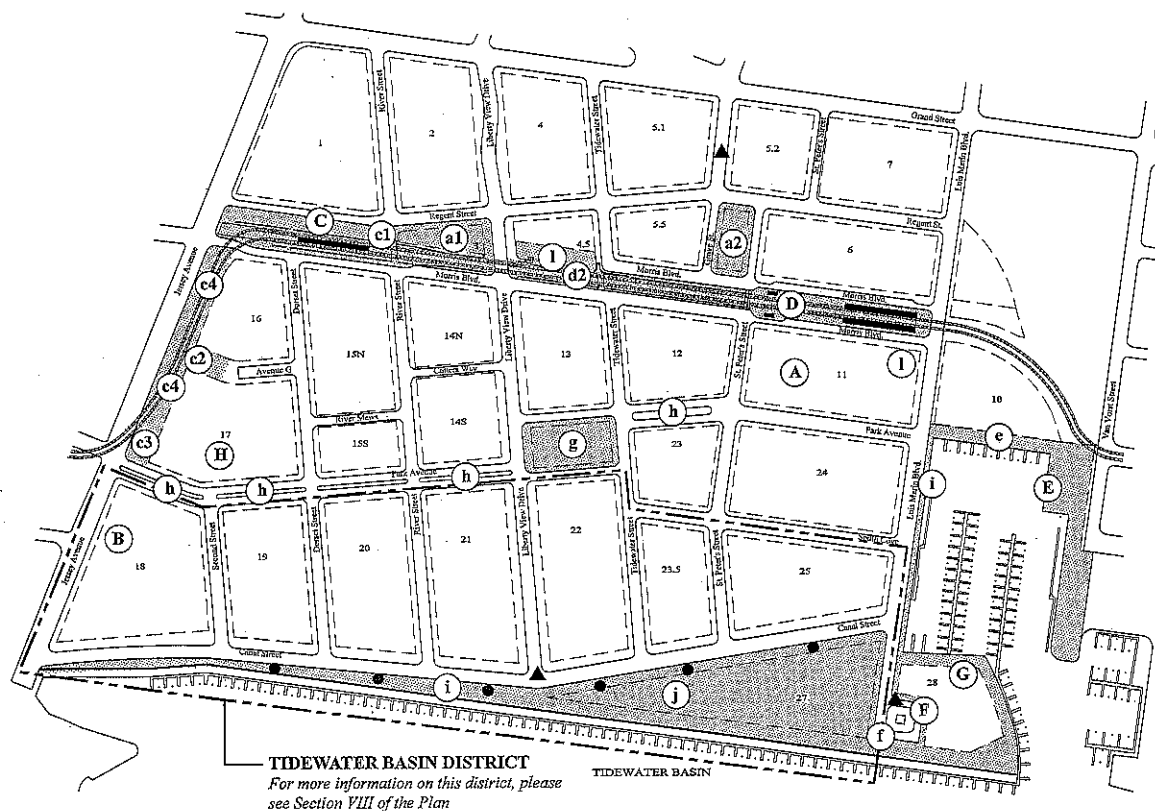
0 75 150 300 600

This drawing shows the many civic buildings, recreational space, community facility space and open space that are distributed throughout the plan, and how all of the civic buildings and facilities are complimented by at least one corresponding civic space. The civic buildings are as follows:

- A. , Boys and Girls Club
- B. Potential Location for Elementary School
- C. Jersey Medical Center Light-Rail Station
- D. Marin Boulevard Light-Rail Station
- E. Marina Pavilion - Approved as a requirement of Fulton's Landing Waterfront Development Permit
- F. Monument in Market Plaza
- G. Potential Marina Restroom/Shower Facility, exact location to be determined
- H. Civic Community Amenity, such as, but not limited to, YMCA, community recreational facility, meeting hall, civic facility, etc. and any combination of same.

The civic spaces are as follows:

- a1. Regent Street Neighborhood Green
- a2. Morris Square Neighborhood Green
- b. N/A
- c1. Light-Rail Station Plaza *
- c2. Avenue G Park
- c3. Jersey Ave Triangle Park
- c4. Pedestrian Walkway 12' Wide
- d2. Light-Rail Boulevard Median *
- e. Marina Walk **
- f. Market Plaza
- g. Central Square
- h. Park Avenue Median
- i. Waterfront Linear Park
- j. Canal Street Park and Plaza
- k. Pedestrian Plaza *
- l. Cafe Area



TIDEWATER BASIN DISTRICT

For more information on this district, please see Section VIII of the Plan

- * The land area located within the light-rail easement and the pedestrian plaza portion of Block 4.5 has no development potential.
- ** The Marina walk is provided to ease pedestrian traffic into the development from the adjacent Paulus Hook neighborhood and shall provide an area for cafe seating and other amenities.
- ▲ Location of decorative paver treatments is to be from Canal Drive south to the walkway and other locations as shown.
- Potential locations for waterfront retail kiosks.



0 75 150 300 600

PROPOSED AMENDMENT

RECREATIONAL & COMMUNITY FACILITIES SPACES

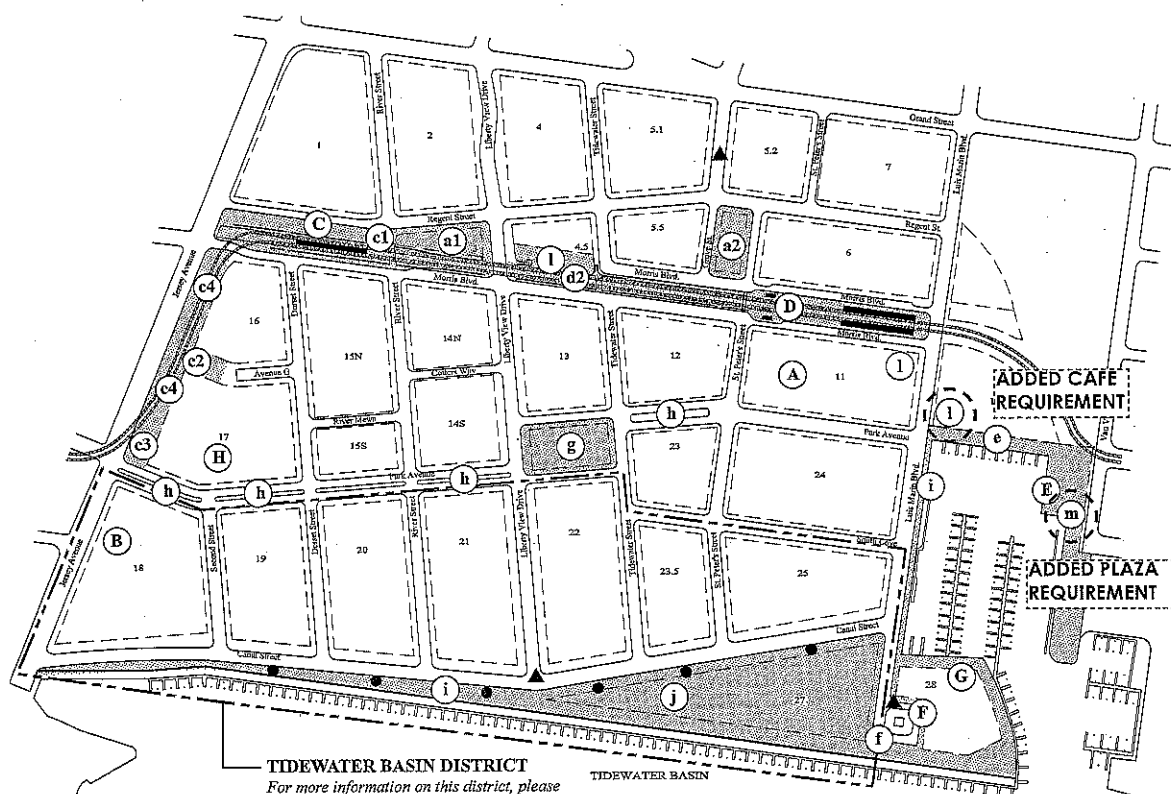
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- e. Marina Walk **
- f. Market Plaza
- g. Central Square
- h. Park Avenue Median
- i. Waterfront Linear Park
- j. Canal Street Park and Plaza
- k. Pedestrian Plaza *
- l. Cafe Area
- m. Public Plaza (trees, tables/chairs)

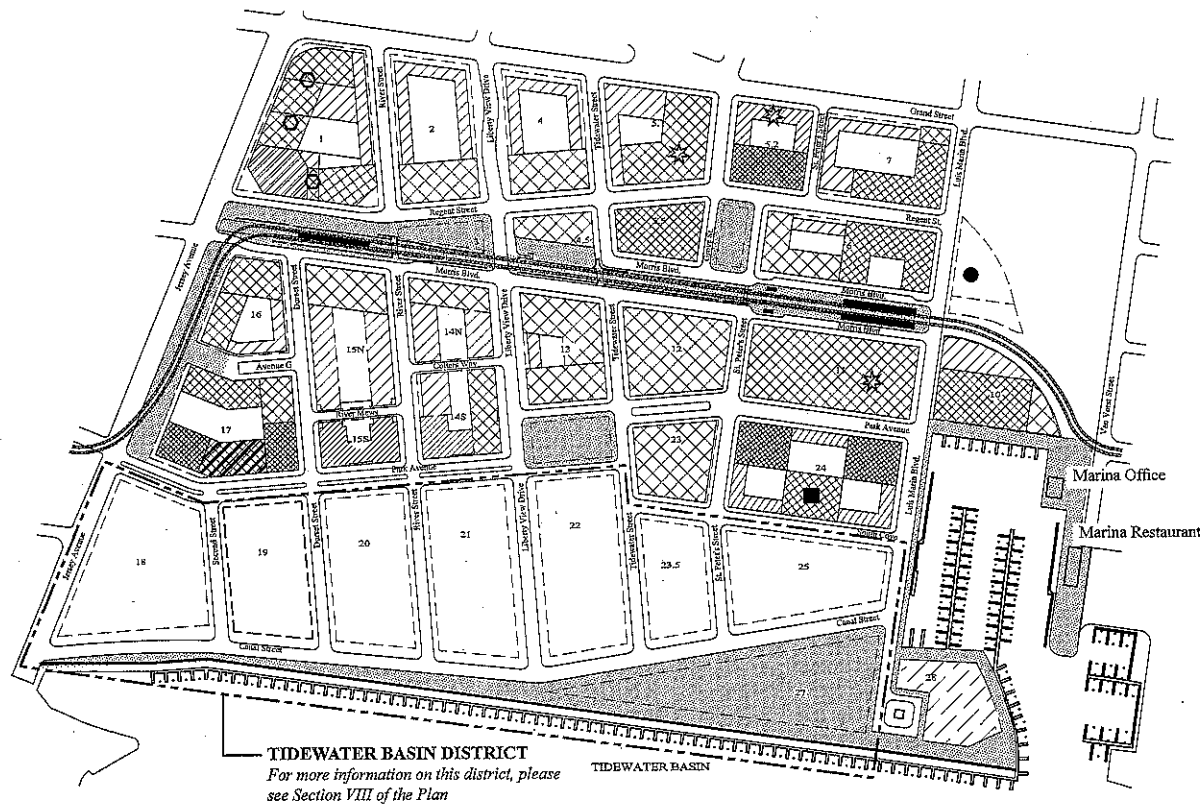
ADDED PLAZA
REQUIREMENT



TIDEWATER BASIN DISTRICT

For more information on this district, please see Section VIII of the Plan

- * The land area located within the light-rail easement and the pedestrian plaza portion of Block 4.5 has no development potential.
- ** The Marina walk is provided to ease pedestrian traffic into the development from the adjacent Paulus Hook neighborhood and shall provide an area for cafe seating and other amenities.
- ▲ Location of decorative paver treatments is to be from Canal Drive south to the walkway and other locations as shown.
- Potential locations for waterfront retail kiosks.



- XS-Class Buildings:** 2 Stories, Max. height limit 40' Restaurant, Retail and Entertainment uses only on Block 28.
- S-Class Buildings:** 4 Stories plus Attic
- SM-Class Buildings:** 6 Stories plus Attic
- M-Class Buildings:** 8 Stories plus Attic
- L-Class Buildings:** 16 Stories plus Towers/Penthouse
- XL-Class Building:** 32 Stories plus Cupola
- XXL-Class Building:** 45 Stories plus Cupola
- Civic Class Base within S, SM & L-Class Building:** (As many as 3 stories shall be civic) OR as alternative, S, SM & L-Class Building only.

Mid-Block Parking: open space at block centers may be used for parking lots of a max. height determined by the Urban and Architectural Regulations. A minimum of 20% of this midblock area will be dedicated to open space, primarily in the form of townhouse rear yards, as discussed in III.L of the General Regulations.

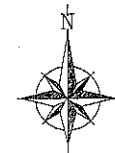
- Zoning for this area to match corresponding area in the Tidewater Basin Redevelopment Plan, Grand and Main district, and R.O.W.'s.

- Required Hotel

- ★ Up to 12-stories maximum to be permitted on a project designed to be LEED Certified by the U.S. Green Building Council.

The expansion of Morris Square towards Regent Street shall be completed in conjunction with the Block 5.2 project.

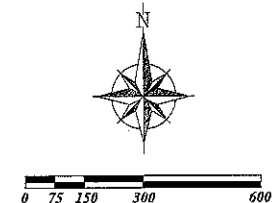
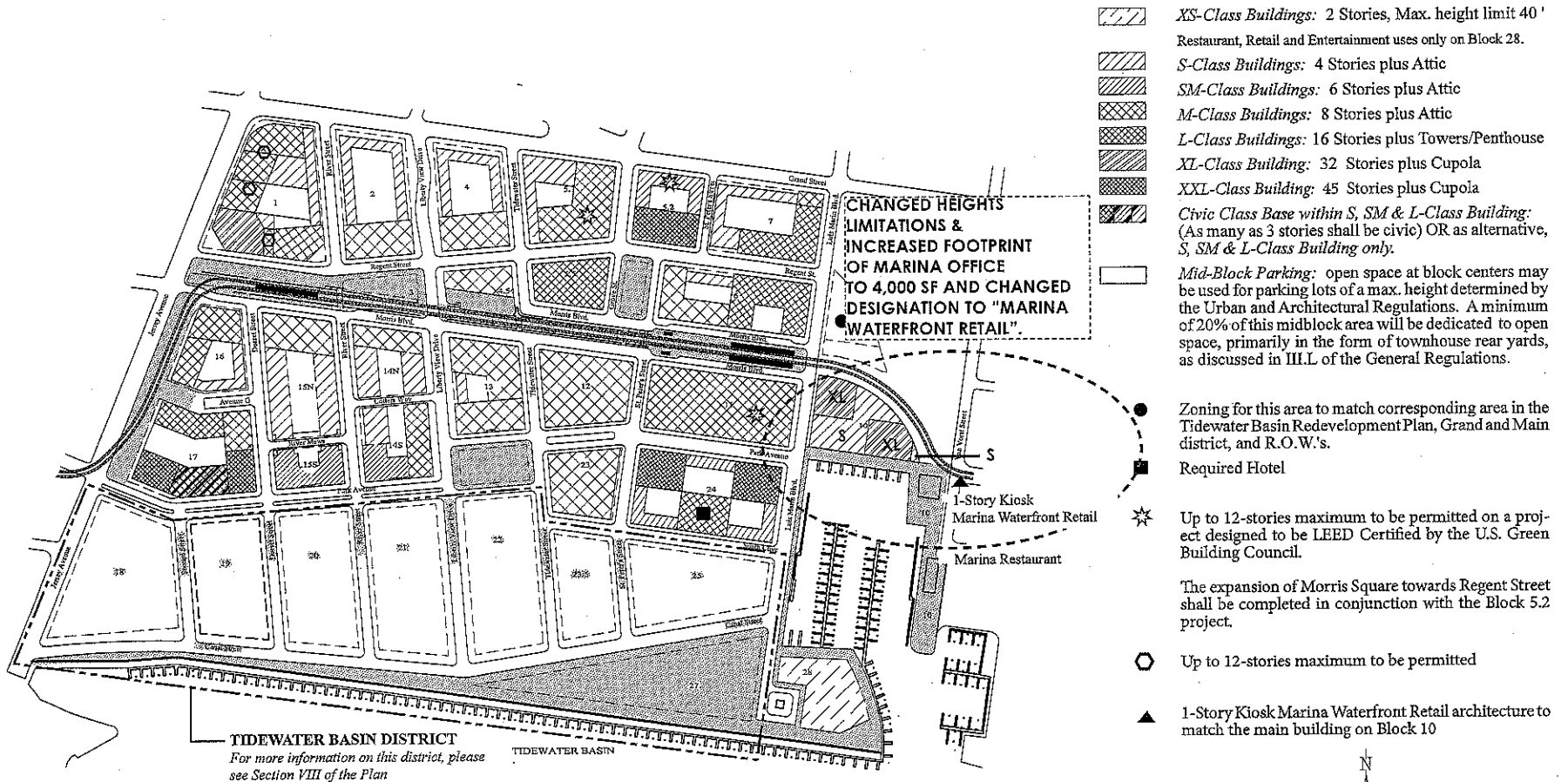
- Up to 12-stories maximum to be permitted

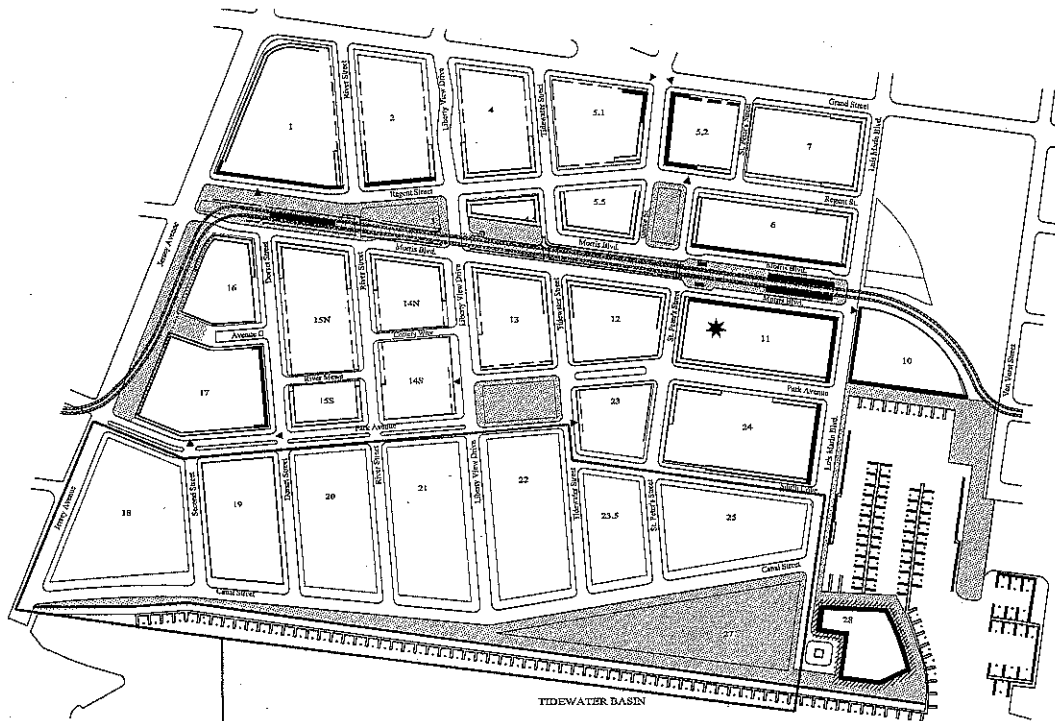


0 75 150 300 600

PROPOSED AMENDMENT

REGULATING PLAN: HEIGHTS





TIDEWATER BASIN DISTRICT
For more information on this district, please
see Section VIII of the Plan

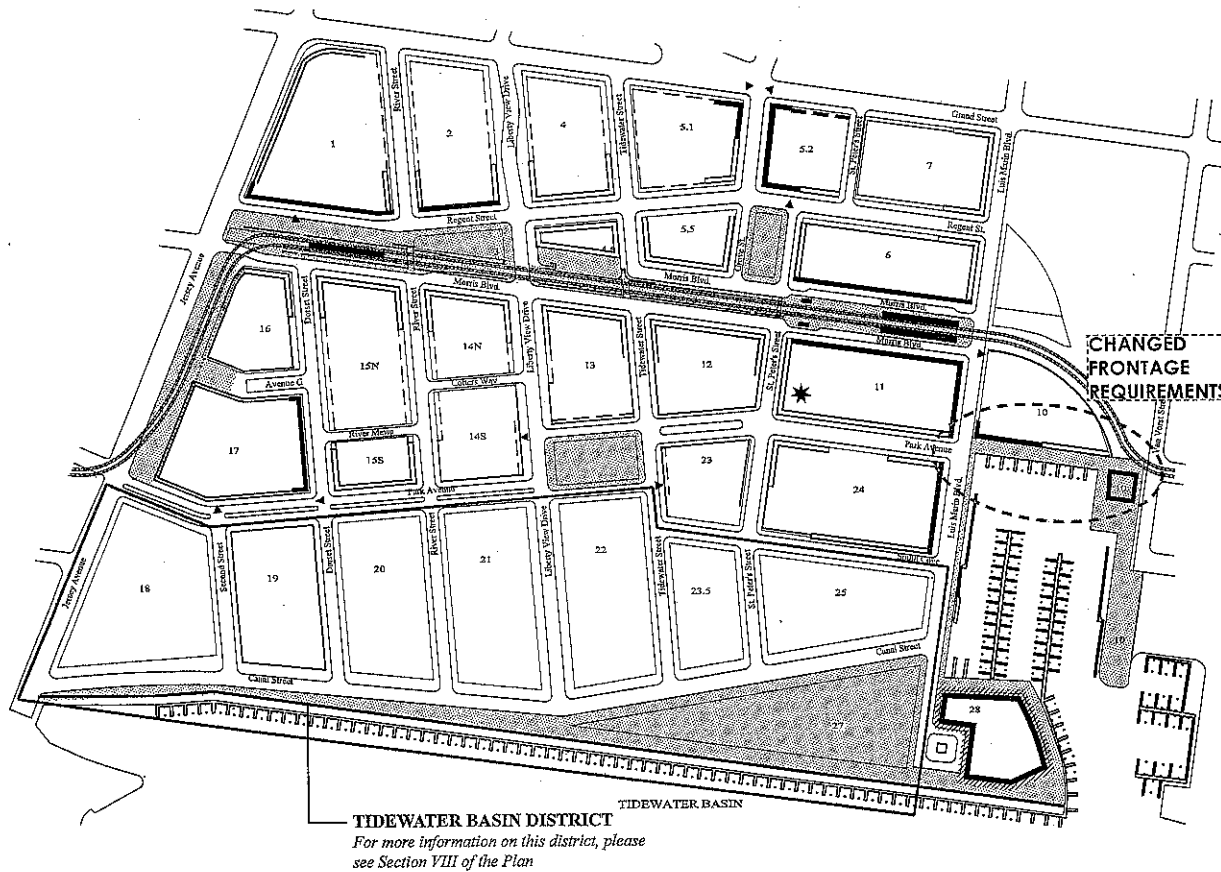
- *Property Line:* those lines designating private property boundaries. (These lines are often obscured by Frontages Lines)
- *Frontage Line:* where buildings must place their facades, as described in the Regulating Plan.
- - - *B Frontage Line:* those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue E) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.
- ===== *Retail Frontage Required:* those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Marin Boulevard south of Morris Boulevard must face Marin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.
- ===== *Retail Frontage Optional:* those Frontage Lines designated on the Regulating Plan that are allowed to provide a shopfront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).
- - - *Residential-Only Frontage Line:* those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.
- ////// *Arcade Frontage:* a one-story arcade required over full width of sidewalk.
- ▲ *Terminated Vista:* a location at the axial termination of a thoroughfare. A building located at a terminated vista must receive the axis with an appropriately scaled articulation of the facade and/or roofline.
- * ** NOTE:* In addition to residential frontages identified on this map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.
- * *An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11.*
- ===== *Residential Entry Stoop Frontage Line:* those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.
- *Pedestrian Walkway 12' Wide:* In addition to sidewalk adjacent to light rail.



0 75 150 300 600

PROPOSED AMENDMENT

REGULATING PLAN: FRONTAGES



- Property Line:** those lines designating private property boundaries. (These lines are often obscured by Frontages Lines)
- FrontageLine:** where buildings must place their facades, as described in the Regulating Plan.
- B FrontageLine:** those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue E) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.
- Retail Frontage Required:** those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Marin Boulevard south of Morris Boulevard must face Marin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.
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- *** An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11.
- Residential Entry Stoop Frontage Line:** those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.
- Pedestrian Walkway 12' Wide:** In addition to sidewalk adjacent to light rail.



0 75 150 300 600

ORIGINAL DOCUMENT

CAPACITY SUMMARY

LIBERTY HARBOR NORTH

CAPACITY SUMMARY

Block #	Maximum Allowable:											TOTAL BUILDING AREA*
	HOUSING in SF			HOUSING in Units			OTHER USES					
	Liner	Other	Total	Liner	Other	Total	Retail	School	Hotel	Office**	Garage	
1	107,335	528,305	635,640	63	742	805	65,000		0	55,000	150,000	725,000
2	122,345	153,800	276,145	72	110	182	20,000		0	20,000	70,000	305,000
3	0	0	0	0	0	0	0		0		0	0
4	103,250	163,800	267,050	61	117	178	20,000		0	30,000	70,000	285,000
4.5	0	119,547	119,547	0	85	85	15,000		0	15,000	35,000	120,000
5.1	144,000	392,000	536,000	85	280	365	15,000		40,000	23,625	90,000	704,625
5.2	0	770,000	770,000	0	550	550	15,000		0		200,000	985,000
5.5	0	229,917	300,000	0	300	300	30,000		0	30,000	70,000	300,000
6	187,000	252,000	439,000	110	180	290	45,000		0	40,000	185,000	445,000
7	100,000	387,000	467,000	88	262	350	20,000		0	20,000	150,000	467,000
10	0	0	0	0	0	0	45,000		0	520,000	150,000	625,000
11	0	900,000	900,000	0	585	585	30,000	40,000		30,000	250,000	1,175,000
12	0	412,002	412,002	0	294	294	25,000		0	30,000	120,000	490,000
13	24,000	374,094	398,094	14	267	281	20,000		0	50,000	110,000	445,000
14N	30,898	162,215	193,113	18	116	134	8,500		0	0	54,000	226,000
14S	33,772	177,305	211,077	20	127	147	9,500		0	0	59,000	247,000
15N	105,550	190,647	286,197	62	129	191	14,000		0	0	100,000	308,000
15S	0	101,000	101,000	0	72	72	5,000		0	0	0	101,000
16	60,000	240,000	300,000	65	241	306	15,000		0	25,000	50,000	320,000
17	180,000	675,000	1,055,000	149	851	1,000	70,000	40,000	0	0	220,000	1,165,000
23	178,345	601,674	780,019	105	430	535	15,000		0	60,000	220,000	1,070,000
24	0	992,500	992,500	0	900	900	15,000		282,500	0	250,000	1,210,000
28	0	0	0	0	0	0	85,000			0	0	85,000
Total	1,376,495	7,992,806	9,439,384	912	6,638	7,550	602,000		242,500		2,613,000	11,803,625

Note: ATTENTION: These notes are an essential component of the requirements of this table.

- Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria; such that the maximums indicated in the above chart may not be practically available.
- By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
- The number of units is determined based upon an average unit size of 1,700 sf for line units, 1,400 sf for other units; except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above.
- If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per liner unit, 1,400 sf per other unit.
- *Parking garages are not counted as a part of building area when they are contained within the building.
- ***The required hotel on block 24 shall contain a minimum of 150 rooms; and shall also contain a full service restaurant, bar and lounge area, retail services (including concierge & room service), meeting rooms & banquet rooms, fitness center and salon services.
- For the blocks located in the Tidewater District, refer to the Section VIII. Tidewater District Plan

PROPOSED AMENDMENT

CAPACITY SUMMARY

CAPACITY SUMMARY

Block #	Maximum Allowable:			HOUSING in Units			OTHER USES					TOTAL BUILDING AREA*
	HOUSING in SF											
	Liner	Other	Total	Liner	Other	Total	Retail	School	Hotel	Office**	Garage	
1	107,335	528,305	635,640	63	742	805	65,000		0	55,000	160,000	725,000
2	122,345	153,800	276,145	72	110	182	20,000		0	20,000	70,000	305,000
3	0	0	0	0	0	0	0		0	0	0	0
4	103,250	163,800	267,050	61	117	178	20,000		0	30,000	70,000	265,000
4.5	0	119,547	119,547	0	85	85	15,000		0	15,000	35,000	120,000
5.1	144,000	392,000	536,000	85	280	365	15,000		40,000	23,625	90,000	704,625
5.2	0	770,000	770,000	0	550	550	15,000		0	0	200,000	985,000
5.5	0	229,917	300,000	0	300	300	30,000		0	30,000	70,000	300,000
6	187,000	252,000	439,000	110	180	290	45,000		0	40,000	185,000	445,000
7	100,000	357,000	457,000	88	262	350	20,000		0	20,000	150,000	487,000
10	90,000	490,000	580,000	100	594	694	45,000		0	0	150,000	825,000
11	0	900,000	900,000	0	585	585	30,000	40,000		30,000	250,000	1,175,000
12	0	412,002	412,002	0	294	294	25,000		0	30,000	120,000	490,000
13	24,000	374,094	398,094	14	267	281	20,000		0	50,000	110,000	445,000
14N	30,898	162,215	193,113	18	116	134	8,500		0	0	54,000	226,000
14S	33,772	177,305	211,077	20	127	147	9,500		0	0	59,000	247,000
15N	105,550	180,647	286,197	62	129	191	14,000		0	0	100,000	308,000
15S	0	101,000	101,000	0	72	72	5,000		0	0	0	101,000
16	60,000	240,000	300,000	65	241	306	15,000		0	25,000	50,000	320,000
17	180,000	875,000	1,055,000	149	851	1,000	70,000	40,000	0	0	220,000	1,165,000
23	178,345	601,674	780,019	105	430	535	15,000		0	60,000	220,000	1,070,000
24	0	992,500	992,500	0	900	900	15,000		202,500	0	250,000	1,210,000
28	0	0	0	0	0	0	85,000		0	0	0	85,000
Total	1,376,495	7,992,806	9,439,384	912	6,638	7,550	502,000		242,500		2,613,000	11,803,625

Note: ATTENTION: These notes are an essential component of the requirements of this table.

1. Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria; such that the maximums indicated in the above chart may not be practically available.
2. By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
3. The number of units is determined based upon an average unit size of 1,700 sf for line units, 1,400 sf for other units; except on Block 10 & 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above. Block 10 must also build the waterfront walkway and walkway connection.
4. If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per liner unit, 1,400 sf per other unit.
5. *Parking garages are not counted as a part of building area when they are contained within the building.
6. ***The required hotel on block 24 shall contain a minimum of 150 rooms; and shall also contain a full service restaurant, bar and lounge area, retail services (including concierge & room service), meeting rooms & banquet rooms, fitness center and salon services.
7. For the blocks located in the Tidewater District, refer to the Section VIII. Tidewater District Plan

DENSITY SUMMARY

Block Number	Size in Square Feet		Size in Acres		Ratio	Max Housing		Max. S.F.	Units/Acre		FAR	
	Gross	Net	Gross	Net		#Units	Total S.F.		Gross	Net	Gross	Net
1	183,082	112,595	4.20	2.58	1.83	805	635,640	725,000	191	312	3.96	6.44
2	113,775	71,320	2.61	1.64	1.80	182	276,145	305,000	70	111	2.68	4.28
3	30,375	11,543	0.70	0.28	2.63	0	0	0	0	0	0.00	0.00
4	97,216	58,590	2.23	1.35	1.66	178	267,050	285,000	80	132	2.93	4.86
4.5	46,978	13,283	1.08	0.30	3.54	85	119,547	120,000	79	280	2.55	9.03
5.1	94,148	56,343	2.16	1.29	1.67	365	538,000	704,625	169	282	7.48	12.51
5.2	66,446	38,780	1.53	0.89	1.71	550	770,000	985,000	361	618	14.82	26.40
5.5	56,492	28,213	1.30	0.65	2.00	300	300,000	300,000	231	463	5.31	10.63
6	154,176	67,064	3.54	1.54	2.30	290	439,000	445,000	82	198	2.89	6.64
7	96,406	64,260	2.21	1.48	1.50	350	467,000	467,000	158	237	4.84	7.27
10	133,256	52,904	3.06	1.21	2.52	0	0	625,000	0	0	4.69	11.81
11	140,680	77,834	3.23	1.79	1.81	585	900,000	1,175,000	181	327	8.35	15.10
12	102,917	54,028	2.36	1.24	1.90	294	412,002	490,000	125	237	4.76	9.07
13	120,361	55,067	2.76	1.26	2.19	281	398,094	445,000	102	223	3.70	8.08
14N	75,958	39,310	1.74	0.90	1.93	134	193,113	226,000	77	149	2.98	5.75
14S	72,865	43,458	1.67	1.00	1.68	147	211,077	247,000	88	147	3.39	5.88
15N	115,540	71,062	2.65	1.63	1.63	191	286,197	308,000	72	117	2.67	4.33
15S	44,269	23,097	1.02	0.53	1.92	72	101,000	101,000	71	136	2.28	4.37
16	101,288	47,263	2.33	1.08	2.14	306	300,000	320,000	132	282	3.16	6.77
17	114,544	82,704	2.63	1.90	1.38	1000	1,055,000	1,165,000	380	627	10.17	14.09
23	65,817	35,893	1.51	0.82	1.83	535	780,019	1,070,000	354	649	16.26	29.81
24	154,383	97,090	3.54	2.23	1.59	900	992,500	1,210,000	254	404	7.84	12.46
28	86,227	40,080	1.98	0.92	2.15	0	0	85,000	0	0	0.99	2.12
Total	2,267,239	1,241,772	52.05	28.51	1.83	7,550	9,439,384	11,803,625	145	265	5.21	9.51

COMPOSITION OF SITE AREA

AREAS	Sq. Feet	Acres	Percentage
Open Space	186,792	4.29	5.25%
Street ROW	1,010,034	23.19	28.38%
Transit ROW	113,720	2.61	3.18%
Walkway (30')	115,184	2.64	3.24%
Private Water	201,188	4.62	5.65%
Civic Buildings	181,806	4.17	5.11%
All Other Buildings	1,750,780	40.19	49.19%
TOTAL	3,559,504	81.71	100.00%

PROPOSED AMENDMENT INTENSITY SUMMARY

DENSITY SUMMARY

Block Number	Size in Square Feet		Size in Acres		Ratio	Max Housing		Max. S.F.	Units/Acre		FAR		
	Gross	Net	Gross	Net		Gross/Net	#Units		Total S.F.	ALL USES	Gross	Net	Gross
1	183,082	112,695	4.20	2.58	1.63	805	635,640	725,000	191	312	3.96		6.44
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3	30,375	11,543	0.70	0.26	2.63	0	0	0	0	0	0.00		0.00
4	97,216	58,590	2.23	1.35	1.66	178	267,050	285,000	80	132	2.93		4.86
4.5	46,978	13,283	1.08	0.30	3.54	85	119,547	120,000	79	280	2.55		9.03
5.1	94,148	56,343	2.16	1.29	1.67	365	536,000	704,625	169	282	7.48		12.51
5.2	86,446	38,780	1.53	0.89	1.71	550	770,000	985,000	361	618	14.82		25.40
5.5	66,482	28,213	1.30	0.65	2.00	300	300,000	300,000	231	463	5.31		10.63
6	154,176	67,064	3.54	1.54	2.30	290	439,000	445,000	82	188	2.89		6.64
7	96,406	64,260	2.21	1.48	1.50	350	467,000	467,000	158	237	4.84		7.27
10	133,256	52,904	3.06	1.21	2.52	694	0	625,000	0	0	4.69		11.81
11	140,680	77,834	3.23	1.79	1.81	585	900,000	1,175,000	181	327	8.35		15.10
12	102,917	54,028	2.36	1.24	1.90	294	412,002	490,000	125	237	4.76		9.07
13	120,381	55,067	2.76	1.26	2.19	281	398,094	445,000	102	223	3.70		8.08
14N	75,958	39,310	1.74	0.90	1.93	134	193,113	226,000	77	149	2.98		5.75
14S	72,885	43,459	1.67	1.00	1.68	147	211,077	247,000	88	147	3.39		5.68
15N	115,540	71,062	2.65	1.63	1.63	191	288,197	308,000	72	117	2.67		4.33
15S	44,269	23,097	1.02	0.53	1.92	72	101,000	101,000	71	136	2.28		4.37
16	101,288	47,253	2.33	1.08	2.14	306	300,000	320,000	132	282	3.16		6.77
17	114,544	82,704	2.63	1.80	1.38	1000	1,055,000	1,165,000	380	527	10.17		14.09
23	65,817	35,893	1.51	0.82	1.83	535	780,019	1,070,000	354	649	16.26		29.81
24	154,383	97,090	3.54	2.23	1.59	900	992,500	1,210,000	254	404	7.84		12.46
28	86,227	40,080	1.98	0.92	2.15	0	0	85,000	0	0	0.99		2.12
Total	2,287,239	1,241,772	52.05	28.51	1.83	7,550	9,439,384	11,803,625	145	265	5.21		9.51

COMPOSITION OF SITE AREA

AREAS	Sq. Feet	Acres	Percentage
Open Space	186,792	4.29	5.25%
Street ROW	1,010,034	23.19	28.38%
Transit ROW	113,720	2.61	3.19%
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Private Water	201,188	4.62	5.65%
Civic Buildings	181,806	4.17	5.11%
All Other Buildings	1,750,780	40.19	49.19%
TOTAL	3,559,504	81.71	100.00%

City Clerk File No. Ord. 16-073

Agenda No. 3-E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.073

TITLE:

**ORDINANCE ACCEPTING FROM UNITY ENVIRONMENTAL
CORP. A DEDICATION OF CERTAIN ROADWAYS,
SIDEWALKS AND UTILITIES LOCATED AT THE
INTERSECTION OF FRANKLIN STREET AND PATERSON
PLANK ROAD**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES
ORDAIN:**

WHEREAS, Unity Environmental Corp., a New York Corporation, having an office at 268 West Street, 5th Floor, New York, New York 10013 ("Unity"), is the owner of 35 Hope Street also referred to as Block 5103, Lot 13 on the current tax maps of the City of Jersey City and 10 Paterson Plank Road, also referred to as Block 5103, Lot 11 on the current tax maps of the City of Jersey City, (collectively, the "Properties"); and

WHEREAS, Brass Works Urban Renewal Company, LLC ("Brass Works") applied for and received approvals on February 20, 2003 for Preliminary and Final Major Site Plan with "c" and "d" variances, to rehabilitate and convert a pre-existing non-conforming five (5) story warehouse into 124 residential dwelling units (the "Development") on property located at 100 Paterson Plank Road, also referred to as Block 4001, Lot 1; and

WHEREAS, in connection with the Development, Brass Works was obligated to reconfigure the intersection of Franklin Street and Paterson Plank Road (the "Improvements"); and

WHEREAS, Unity entered into a Construction Easement and Dedication Agreement with Brass Works whereby Brass Works would complete the Improvements and Unity would agree to dedicate the areas of the Properties in which the Improvements were constructed as described below to the City of Jersey City (the "City"); and

WHEREAS, Brass Works has completed the Improvements; and

WHEREAS, Unity desires to dedicate the areas of the Properties in which the Improvements were constructed as described below to the City; and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of land and appurtenances for public purposes.

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Two (2) portions of the land, improvements and appurtenances that are located within the Properties, more particularly described as follows:
 - (a) PARCEL A: A portion of Block 5103, Lot 13 consisting of approximately 0.041 acres shown on Exhibit A-1 attached hereto and more accurately described in Exhibit B-1 attached hereto
 - (b) PARCEL B: A portion of Block 5103, Lot 11 consisting of approximately 0.140 acres shown on Exhibit A-2 attached hereto and more accurately described in Exhibit B-2 attached hereto

Be the same are hereby accepted and dedicated as a public right-of-way.

2. The acceptance of this dedication shall be subject to the following terms and conditions:

Upon delivery of a deed of easement to the City pursuant to the terms hereof, Unity shall provide the City with a one (1) year maintenance bond for the roadways and improvements. During the one (1) year period following the delivery of the deed, Unity shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the roadways and improvements or create a risk to public safety, upon receiving written notice of such deficiencies from the Municipal Engineer. At the end of the one (1) year period, the City shall be responsible for the structural maintenance of the roadways and improvements which are the subject of this dedication.

3. The Mayor or Business Administrator is hereby authorized:
 - (a) subject to review and approval by the City's Corporation Counsel of a title report provided by Unity, accept delivery of and record a deed of easement from Unity conveying the dedicated lands and improvements; and
 - (b) subject to review and approval by the Municipal engineer, accept all easements described in paragraph 4 below; and
 - (c) subject to review and approval by the City's Corporation Counsel, execute all documents necessary to accomplish the dedication of the aforementioned lands.
4. This dedication shall be subject to all easements affecting the Properties recorded in the Office of the Hudson County register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection or in any way relating to an entity's use or operation of water, sewer or utility lines.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined words in ~~{brackets}~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR
4-18-16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE ACCEPTING FROM UNITY ENVIRONMENTAL CORP. A
DEDICATION OF CERTAIN ROADWAYS, SIDEWALKS AND UTILITIES
LOCATED AT THE INTERSECTION OF FRANKLIN STREET AND PATERSON
PLANK ROAD**

Initiator

Department/Division	HEDC Law	City Planning Law
Name/Title	Maryann Bucci-Cater Raymond Reddington	Acting Director Supervisor y Asst. Corp. Counsel
Phone/email	547-5010 547-5063	MCarter@jenj.org Raymondrr@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Unity Environmental Corp. ("Unity"), is the owner of 35 Hope Street and 10 Paterson Plank Road. Brass Works Urban Renewal Company, LLC ("Brass Works") received Zoning Board approval in February 2003 to rehabilitate and convert a pre-existing non-conforming five (5) story warehouse into 124 residential dwelling units ("Development") on property located at 100 Paterson Plank Road. In connection with the Development, Brass Works was obligated to reconfigure the intersection of Franklin Street and Paterson Plank Road (the "Improvements"). Some of the Improvements needed to be constructed on Unity's property. Brass Works completed the Improvements, and Unity desires to dedicate the property as part of the Franklin Street public right of way.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



- [illegible]

745PC6 (1AD-1953)

371 WASHINGTON STREET
JERSEY CITY, NJ 07310
(TEL) 201.277.0530 (FAX) 201.277.9800

602 LATHROP AVENUE
ASTORIA PARK, NJ 07122
(TEL) 732.266.7026 (FAX) 732.265.7017

433 MARKET STREET, SUITE 203
CHICAGO, IL 60602
(TEL) 312.648.6333 (FAX) 312.648.6016

JOHNSON ENGINEERING DIVISION
20 LANS ROAD, SUITE 220
EASTON, NJ 07821
(TEL) 973.255.0200 (FAX) 973.255.1282

PERKINS PLOTTER CORP
11000 WILSON AVENUE, SUITE 110
500 MADISON FIELD ROAD, SUITE 110
PERRIS, CALIF. 91059
(TEL) 951.846.6333 (FAX) 951.846.4332

[illegible]

NO.	DATE	ISSUE OR REVISION	BY
REVISIONS			

PROJECT:

LOCATION:
BLOCK 5103, LOTS 13
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

HANSON ENGINEERING DIVISION
65 LAKE ROAD, SUITE 220 FAIRFIELD, NJ 07004
(TEL) 973.699.3600 (FAX) 973.699.1262
CERTIFICATE OF AUTHORIZATION # - 243A279265000

GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 2403037189

ENVELOPE JH	UNEXPLODED BY TAT	(Inventory) NUMBER SV 1.0
SCALE 1"=20'	DATE 02.22.19	
JOB No. 767-01		SHEET 1 OF 1

JOB No. 767-01

February 22, 2016
Job No. 767-01

**DRESDNER
ROBIN**

DESCRIPTION OF A
PROPOSED RIGHT OF WAY DEDICATION
(FRANKLIN STREET)
BEING
PART OF TAX LOT 13 IN BLOCK 5103
TO BE CONVEYED TO
THE CITY OF JERSEY CITY
IN THE
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

Beginning at the point of intersection formed by the southeasterly line of Mountain Road (30 foot wide) with the southerly line of Franklin Street (30 foot wide) and running; thence

1. S 63° 54' 39" E 16.40 feet along southerly line of Franklin Street (30 foot wide) to a point; thence
2. S 25° 42' 01" W 72.07 feet along the dividing line between Lots 13 and 11 in Block 5103 as shown on the City of Jersey City Tax Assessment Map to a point; thence
3. N 46° 38' 54" W 36.99 feet across and through Lot 13 in Block 5103 (Tax Map) to a point in the southeasterly line of Mountain Road (30 foot wide); thence
4. N 42° 52' 51" E 63.82 feet along the southeasterly line of Mountain Road (30 foot wide) to its intersection with the southerly line of Franklin Street (30 foot wide), the point and place of beginning.

Containing 1,771 square feet or 0.041 acres

Subject to all easements, rights of way and agreements of record.

Description refers to map entitled, "Right of Way Dedication, Block 5103, Lot 13, Franklin Street, City of Jersey City, Hudson County, New Jersey", prepared by Dresdner Robin, dated: February 22, 2016, Job No. 767-01

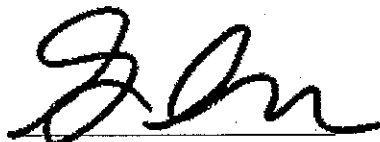
1 Evertrust Plaza
Suite 901
Jersey City, NJ 07302
201.217.9200
Fax: 201.217.9607

603 Mattison Ave
Suite 4800
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



Greg S. Gloor,
Professional Land Surveyor
New Jersey License No. 37189

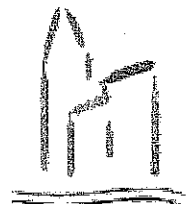
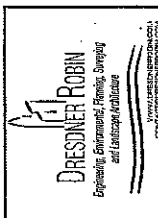


Exhibit "B-1"



375 MARSHEN STREET
NEW YORK, NY 10017
TEL: 212-271-6200 FAX: 212-2007

1001 LUTHERAN AVENUE
SUITE 110
PISCATAWAY, NJ 07052
TEL: 732-996-7000 FAX: 732-996-7032

1000 MARSHEN STREET, SUITE 200
CHICAGO, IL 60602
TEL: 312-545-6600 FAX: 312-545-6605

10000 ENGINEERING CENTER
SUITE 200
DALLAS, TEXAS 75243
TEL: 214-340-0001 FAX: 214-340-1502

PERMANENT RESIDENT OFFICE
10000 ALABAMA OUTPOST BLVD. #115
10000 HADDOCK RD. #200, SUITE 115
DALLAS, TEXAS 75243
TEL: 214-340-0001 FAX: 214-340-1502

[illegible]

PONTE EQUITES

BLOCK 5103, LOTS 13
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY

RIGHT-OF-WAY
 DEDICATION

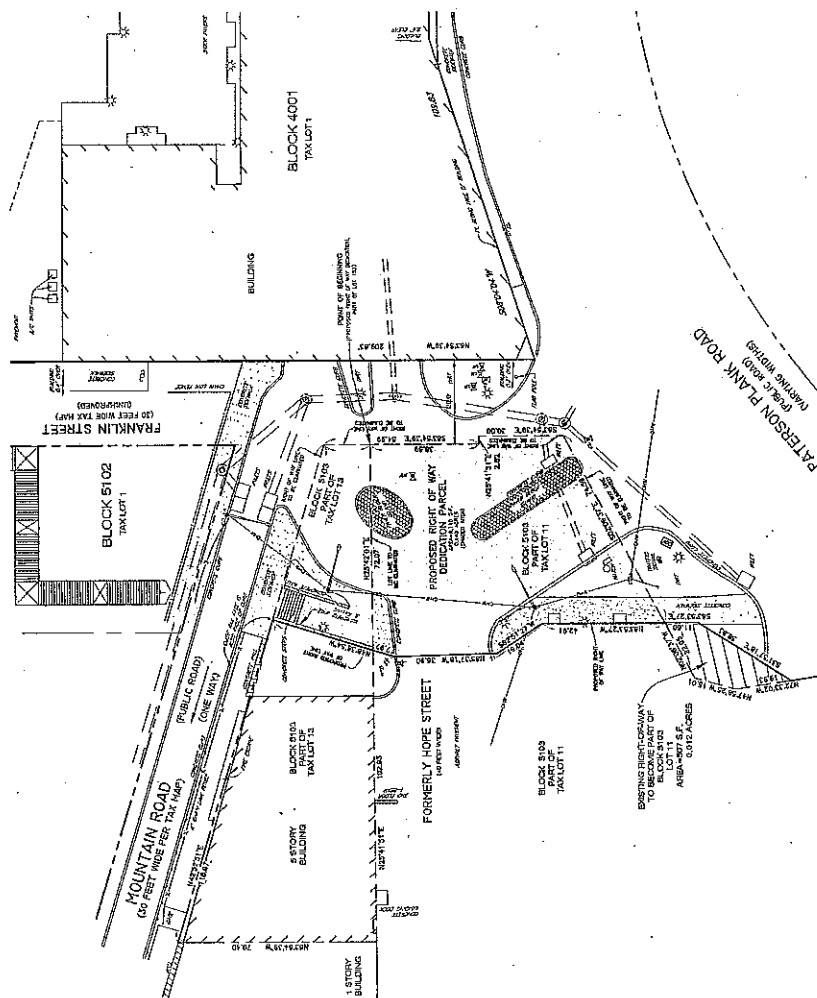
DRESDNER ROBIN

HANSON ENGINEERING DIVISION
55 LAKE ROAD, SUITE 200 FARMWELL, NJ 07007
TEL 973.668.2000 FAX 973.663.1302
CERTIFICATE OF AUTHORIZATION # - 000437 000000

Greg S. Gloor
GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
N. E. 2 (CRANE) IN LINDER 2425037-1-000

DATE OF JUL 20	DATE 02.22.16	DATE OF TYP	DATE OF TYP
SV 1.0		SV 1.0	
SHEET 1 OF 1		SHEET 1 OF 1	

JOB No. 767-01



10 20 40
GRAPHIC SCALE

- [illegible]

TO: MEMBERS OF THE HOUSE OF REPRESENTATIVES, SENATORS, AND JUDGES OF THE SUPREME COURT OF THE UNITED STATES

Exh:LT "A-2"

February 22, 2015
Job No. 767-01

**DRESDNER
ROBIN**

DESCRIPTION OF A
PROPOSED RIGHT OF WAY DEDICATION
(FRANKLIN STREET)
BEING
PART OF TAX LOT 11 IN BLOCK 5103
TO BE CONVEYED TO
THE CITY OF JERSEY CITY
IN THE
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

Beginning at a point in the southerly right-of-way line of Franklin Street (30 foot wide), said point being S 63° 54' 39" E 16.40 feet along the southerly line of Franklin Street (30 foot wide) from its intersection with the southeasterly line of Mountain Road (30 foot wide) and running; thence the following three (3) courses along the southerly line of Franklin Street (varying width)

1 Evertrust Plaza
Suite 901
Jersey City, NJ 07302
201.217.9200
Fax: 201.217.9607

1. S 63° 54' 39" E 38.59 feet to a point,
2. N 25° 41' 51" E 2.82 feet to a point,
3. S 63° 54' 39" E 30.00 feet to the point of intersection with the westerly line of Paterson Plank Road (varying width); thence
4. S 02° 06' 37" E 74.59 feet along said westerly line of Paterson Plank Road (varying width) to a point; thence the following four (4) courses across and through Lot 11 in Block 5103 as shown on the City of Jersey City Tax Assessment Map
5. N 63° 53' 27" W 42.91 feet to a point,
6. S 82° 51' 27" W 19.04 feet to a point,
7. N 65° 37' 18" W 36.90 feet to a point,
8. N 46° 38' 54" W 7.97 feet to a point in the dividing line between Lots 13 and 11 in Block 5103 (Tax Map); thence
9. N 25° 42' 01" E 72.07 feet along the dividing line between Lots 13 and 11 in Block 5103 (Tax Map) to a point in the southerly line of Franklin Street (30 foot wide), the point and place of beginning.

603 Mattison Ave
Suite 4800
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

Containing 6,110 square feet or 0.140 acres.

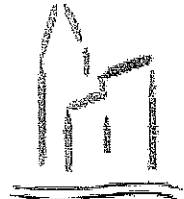
Subject to all easements, rights of way and agreements of record.

DresdnerRobin.com

Description refers to map entitled, "Right of Way Dedication, Block 5103, Lot 11, Franklin Street, City of Jersey City, Hudson County, New Jersey", prepared by Dresdner Robin, dated: February 22, 2016, Job No. 767-01



Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189



Exh.b.T "B-2"

City Clerk File No. Ord. 16-074

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.074

TITLE:

**ORDINANCE AUTHORIZING THE IMPOSITION OF AN ENVIRONMENTAL
DEED NOTICE ON BLOCK 28201, LOTS 10 AND 12 THROUGH 16 ALSO
KNOWN AS RALPH TAYLOR MEMORIAL PARK**

WHEREAS, the City of Jersey City (City) is the owner of Block 28201, Lots 10 and 12 through 16 also known as Ralph Taylor Memorial Park (Park) which is located near the intersection of Cator Avenue and Ludlow Street; and

WHEREAS, the Jersey City Public School District (School District), through the New Jersey School Development Authority (NJSDA) is replacing the current Public School No. 20 Elementary School with a new school facility (the "New P.S. No. 20") which is being constructed on premises surrounding the Park; and

WHEREAS, in connection with the construction of the New P.S. No. 20 the NJSDA will be installing a new grass recreational surface (Improvements) at the Park pursuant to an agreement with the City dated October 23, 2013, approved by Resolution 13.582 on August 28, 2013; and

WHEREAS, in connection with the construction of the New P.S. No. 20 and the construction of the Improvements at the Park, the NJSDA conducted an environmental investigation of the site; and

WHEREAS, the investigation revealed the presence of soil contamination at the Park associated with the presence of a heating oil underground storage tank (UST) and historic fill; and

WHEREAS, the NJSDA removed the UST from the Park and is remediating the historic fill by the use of engineering and institutional controls in accordance with N.J.A.C. 7:26E-5.3; and

WHEREAS, upon the completion of the Park remediation work the soil contamination will remain at a level above the New Jersey Soil Remediation Standards; and

WHEREAS, because of this reason, the Park is subject to certain statutory and regulatory controls to restrict the use of the property to a Park and to protect and preserve the environmental remediation actions performed on the Park; and

WHEREAS, in order to implement the necessary statutory and regulatory controls, and to ensure their endurance, the City is required to execute and record a Deed Notice affecting the Park.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute and record a Deed Notice to impose certain environmental controls and use restrictions on the Park;

2. The Deed Notice shall be in substantially the form attached hereto, subject to such modifications as the Business Administrator or the Corporation Counsel deems necessary or appropriate; and
3. The Mayor or Business Administrator is authorized to execute such other documents necessary or appropriate to effectuate the purposes of the within ordinance.

RR
4-18-16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE IMPOSITION OF AN ENVIRONMENTAL DEED NOTICE ON BLOCK 28201, LOTS 10 AND 12 THROUGH 16 ALSO KNOWN AS RALPH TAYLOR MEMORIAL PARK

Initiator

Department/Division	Administration	Architecture
Name/Title	Brian Weller	Director
Phone/email	547-5900	BWeller@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City is the owner of Block 28201, Lots 10 and 12 thru 16 also known as Ralph Taylor Memorial Park (Park) which is located near the intersection of Cator Avenue and Ludlow Street. The Jersey City Public School District (School District), through the New Jersey School Development Authority (NJSDA) is replacing the current Public School No. 20 Elementary School with a new school facility which is being constructed on premises surrounding the Park. In connection with the construction of the new school, the NJSDA will be installing a new grass recreational surface (Improvements) at the Park. In connection with the construction, the NJSDA conducted an environmental investigation. The investigation revealed the presence of soil contamination at the Park associated with the presence of a heating oil underground storage tank (UST) and historic fill. The NJSDA removed the UST from the Park and is remediating the historic fill by the use of engineering and institutional controls in accordance with NDDEP regulations. Upon the completion of the Park remediation work, the soil contamination will remain at a level above the N.J. Soil Remediation Standards. Because of this reason, the Park is subject to certain statutory and regulatory controls to restrict the use of the property to a Park and to protect and preserve the environmental remediation actions performed on the Park. As a result, the City is required to execute and record a Deed Notice affecting the Park.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]

[Print name below signature]

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the ____ day of ____, ____, by the City of Jersey City, having an address of 280 Grove Street, Jersey City, New Jersey 07302 (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. The City of Jersey City, having an address of 280 Grove Street, Jersey City, New Jersey 07302 is the owner in fee simple of certain real property designated as Block 28201, Lots 10, 12, 13, 14, 15 and 16 on the tax map of the City of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 485611; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. Michael Metlitz, LSRP #573681 has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. New Jersey Schools Development Authority has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the

Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing

contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Clerk of Hudson County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibits B-1 and B-2: Restricted Area Maps and Cross Sections - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-3: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table;
and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;
and

(C) The objective of the restrictions.

ii. Exhibit C-2: Historic Fill Controls: Exhibit C-2 includes a narrative description of the Historic Fill Controls as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST: City of Jersey City

By _____

Print name and title

Signature

STATE OF NEW JERSEY SS.:
COUNTY OF HUDSON

I certify that on _____, 20____, Honorable Steven M. Fulop, Mayor of the City of Jersey City personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the city clerk/administrator of the City of Jersey City, the city named in this document;

(b) this person is the attesting witness to the signing of this document by the proper city officer who is the mayor of the city;

(c) this document was signed and delivered by the city as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the city which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signature

Print name and title of attesting witness

Signed and sworn before me on _____, 20____

_____, Notary Public

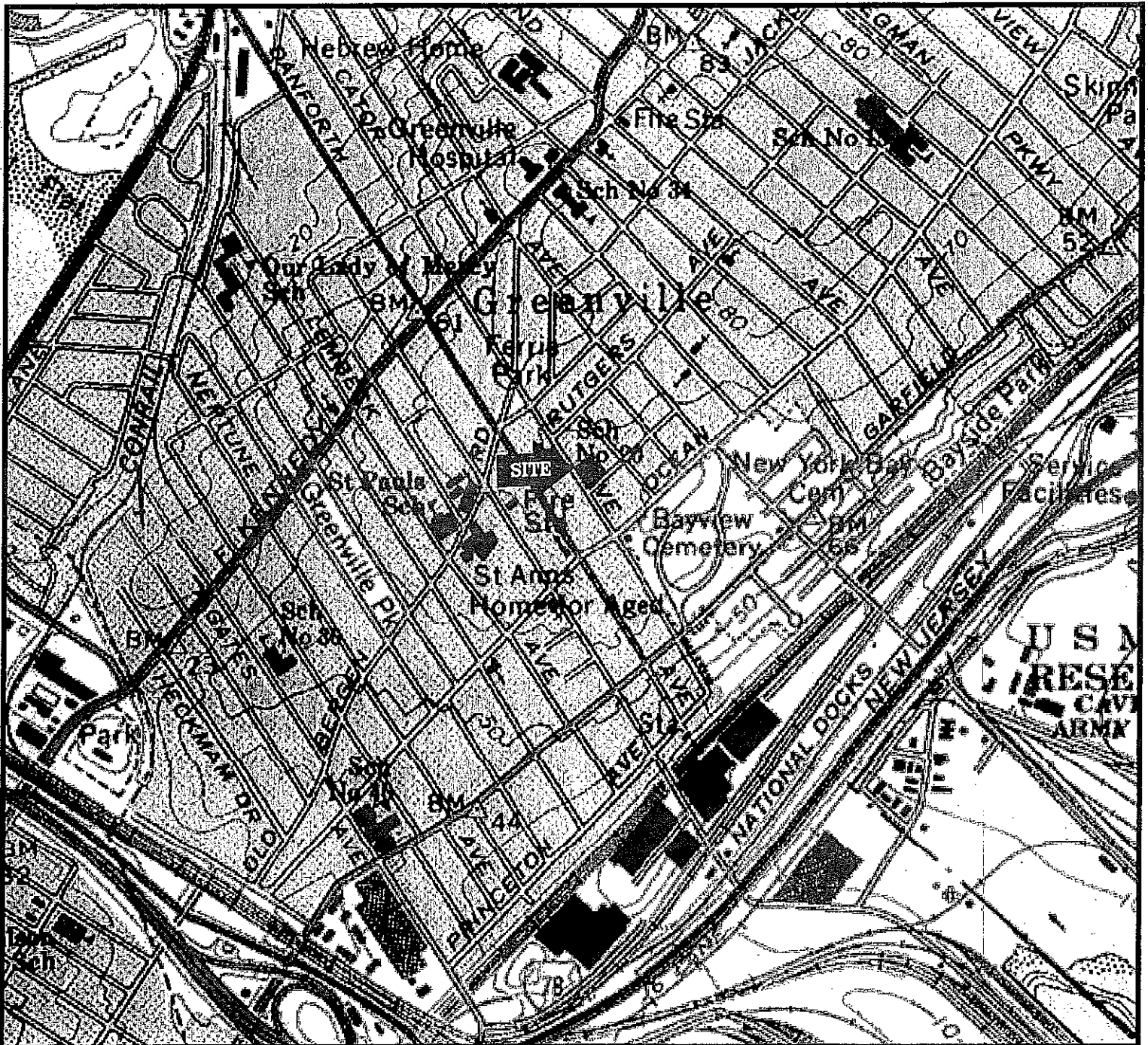
Print name and title

Exhibit A Maps

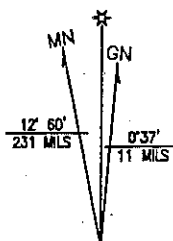
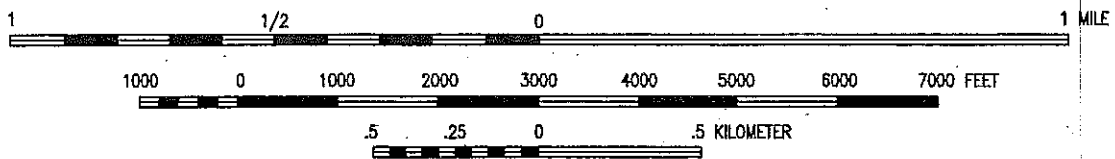
Exhibit A-1 Vicinity Map (Figure A-1)

Exhibit A-2 Site Location Map with Metes and Bounds Description (Figure A-2)

Exhibit A-3 Site Map (Figure A-3)



SCALE 1:24000



UTM GRID AND 2014 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



QUADRANGLE LOCATION



WHITMAN

CERTIFICATE OF AUTHORIZATION
No. 2400200000

BLOCK 28201, LOTS 10, 12, 13, 14
15 AND 16
JERSEY CITY, HUDSON COUNTY, N.J.

SITE LOCATION ON USGS
JERSEY CITY, N.J. QUADRANGLE

PROJECT MANAGER:
M.R.

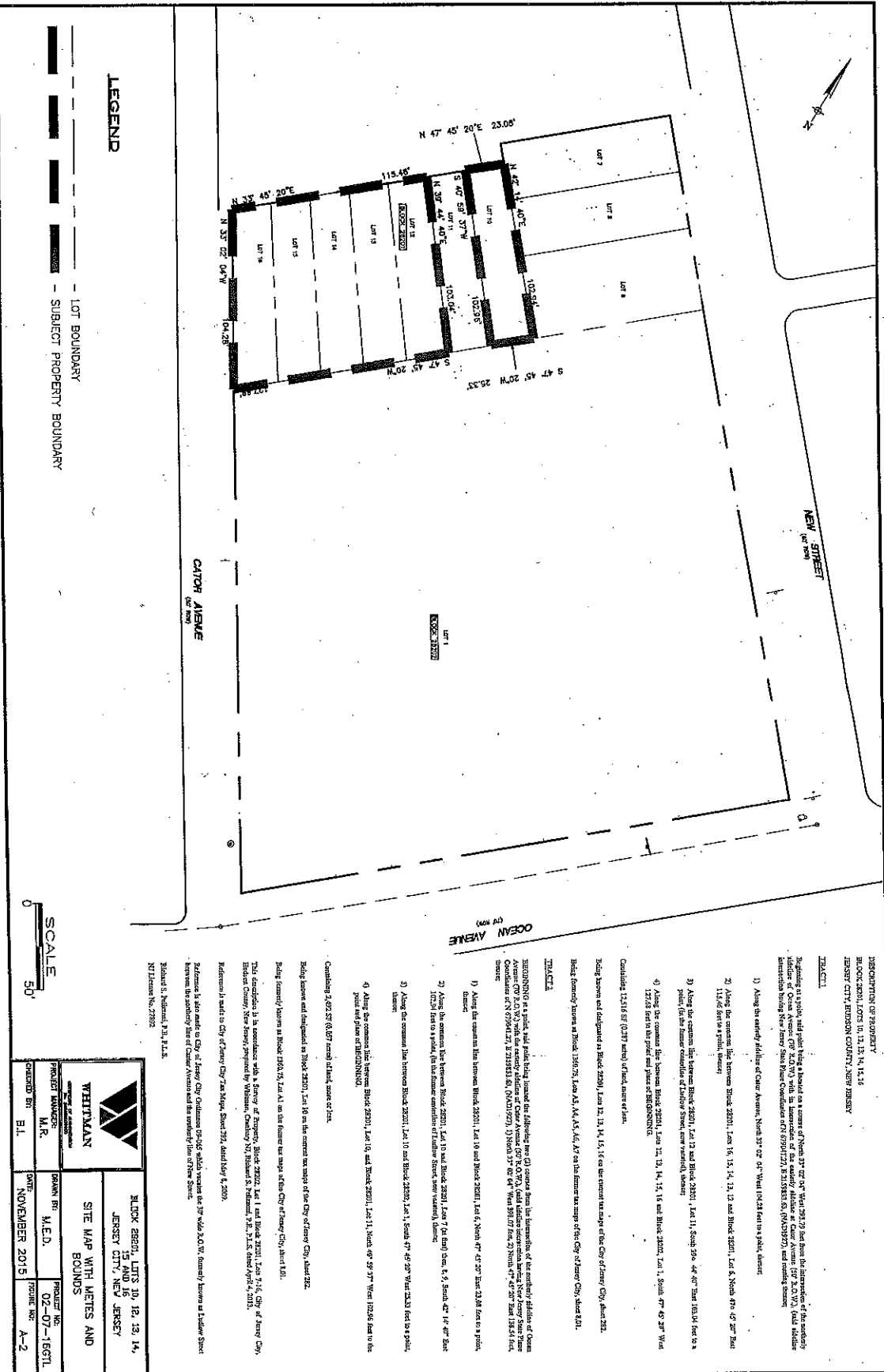
DRAWN BY:
M.E.D.

DRAWING NO:
02-07-16GTL

CHECKED BY:
B.I.

DATE:
NOVEMBER 2015

FIGURE NO:
A-1



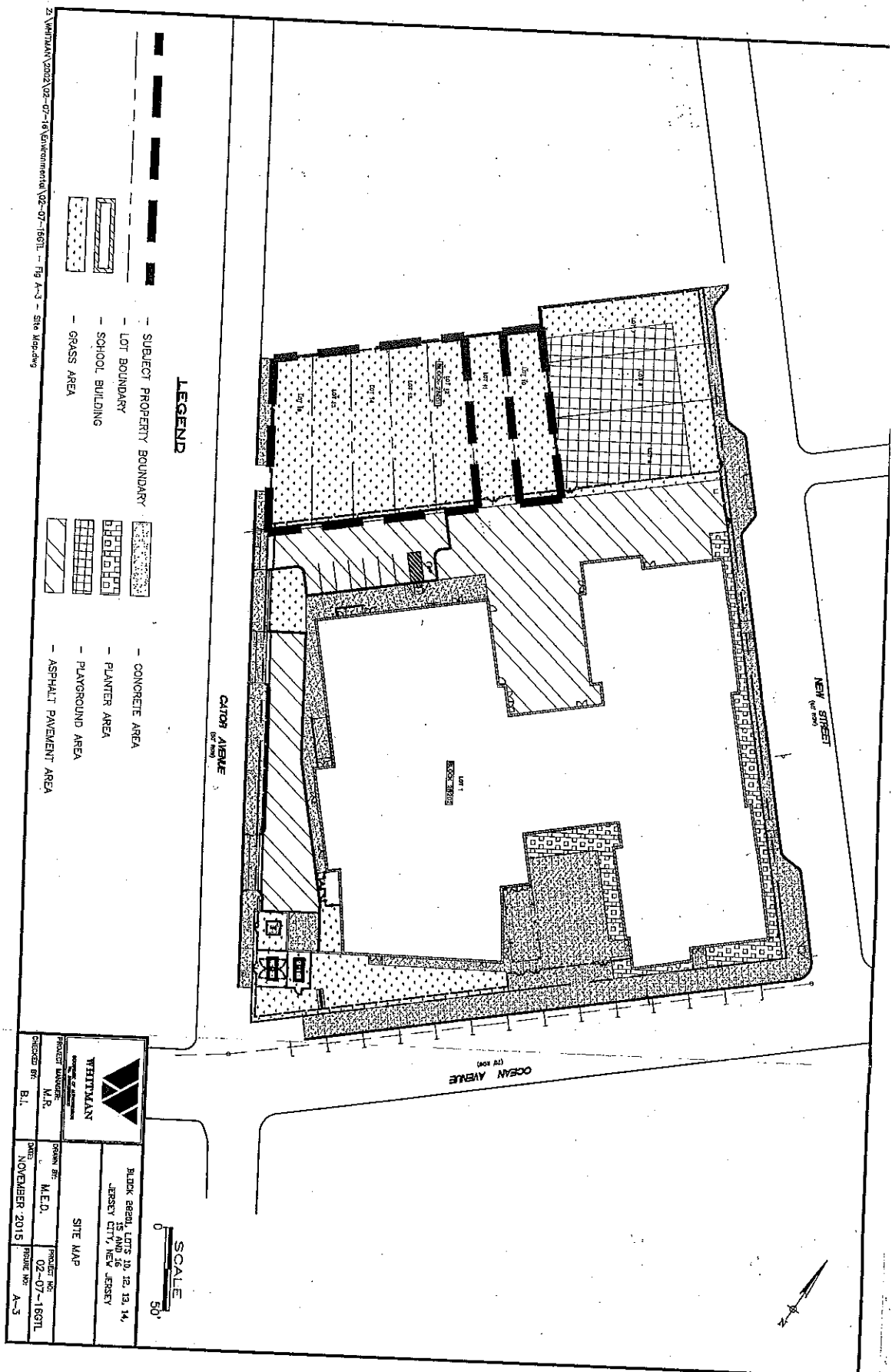
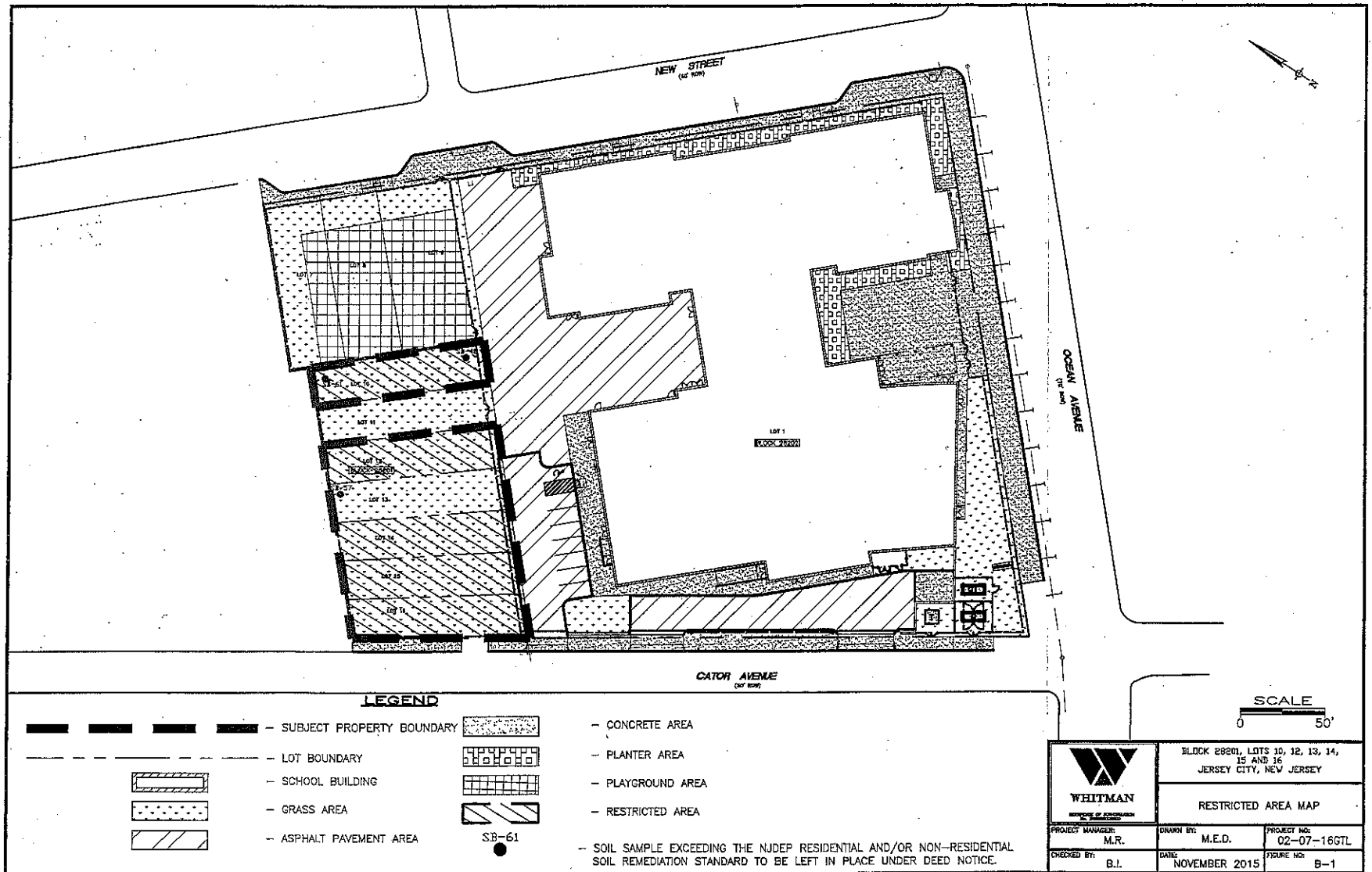
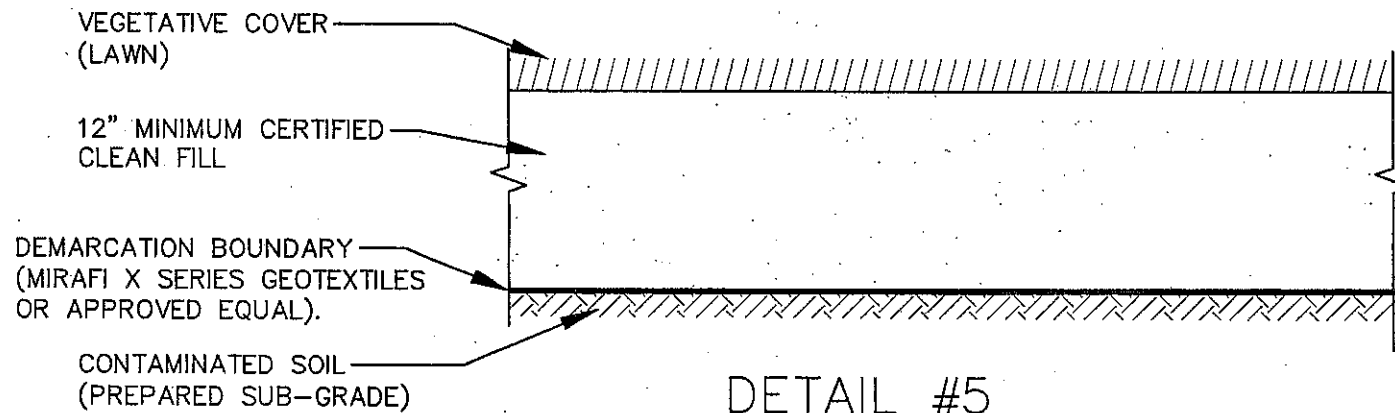


Exhibit B
Description of Restricted Area

- Exhibit B-1 Restricted Area Map (Figure B-1)
- Exhibit B-2 Cross Sections / Engineering Control Details (Figure B-2)
- Exhibit B-3 Restricted Area Data Table (Figure B-3)




Z:\WHITMAN\2002\02-07-16\Environmental\02-07-16GTL - Fig B-1 - Restricted Area Map.dwg



DETAIL #5 VEGETATIVE COVER (LAWN AREAS)

SCALE: N.T.S.

 WHITMAN <small>CERTIFICATE OF AUTHORIZATION No. 24628009800</small>	BLOCK 28201, LOTS 10, 12, 13, 14 15 AND 16 JERSEY CITY, NEW JERSEY	
	ENGINEERING CONTROL CROSS SECTION	
PROJECT MANAGER: M.R.	DRAWN BY: M.E.D.	PROJECT NO: 02-07-16GTL
CHECKED BY: B.I.	DATE: NOVEMBER 2015	FIGURE NO: B-2

CAS #	SAMPLE ID DEPTH (Feet in Mean Sea Level)	Residential Direct Contact Soil Remediation Standard RDCSRS	Non- Residential Direct Contact Soil Remediation Standard NRDCSRS	SB-48 65.64-5	SB-57 64.5-64	SB-61 65.5-65	SB-61 64.5-64
	COMPOUND						
7440-50-8	Copper	3,100	45,000	8,100	-	-	-
7439-92-1	Lead	400	800	-	457	641	444

NOTES:

ONLY CONCENTRATIONS EXCEEDING THE SOIL
REMEDATION STANDARDS (SRS) ARE SHOWN.

- SAMPLES BELOW SRS

1. ALL SAMPLE RESULTS REPORTED IN PARTS
PER MILLION (ppm).
2. 2008 NJDEP SOIL REMEDIATION STANDARDS.
3. POLYNUCLEAR AROMATIC HYDROCARBONS
DETECTED ABOVE SOIL REMEDIATION STANDARDS ON
ADJACENT LOTS OF SCHOOL PROPERTY AND
POTENTIALLY PRESENT ON SUBJECT PROPERTY.


 WHITMAN <small>CERTIFICATE OF AUTHORIZATION No. 2842500000</small>		BLOCK 28201, LOTS 10, 12, 13, 14 15 AND 16 JERSEY CITY, NEW JERSEY	
		RESTRICTED AREA DATA TABLE	
PROJECT MANAGER: M.R.	DRAWN BY: M.E.D.	PROJECT NO: 02-07-16GTL	
CHECKED BY: B.I.	DATE: NOVEMBER 2015	FIGURE NO: B-3	

Exhibit C

Description of Institutional and Engineering Controls

Both institutional and engineering controls are in place at Block 28201, Lots 10, 12, 13, 14, 15 and 16, Jersey City, Hudson County, New Jersey (the Property). A description of the controls and maintenance procedures are presented below.

Exhibit C-1: Deed Notice as Institutional Control

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas;

The Property (as set forth on Exhibit A-2) is located at Block 28201, Lots 10, 12, 13, 14, 15 and 16, Jersey City, Hudson County, New Jersey. The Restricted Areas consist of site wide soils consisting of historic fill material (i.e. ash, cinders and brick) containing polynuclear aromatic hydrocarbons and metals above the June 2, 2008 New Jersey Department of Environmental Protection's Soil Remediation Standards. The impacts are detected at at least 0.5 feet below grade extending to 6.5 feet below grade beneath the entire area of the subject block and lots (Exhibit B-1). Representative analyses of this material are provided in Exhibit B-3.

(2) Description of the restrictions on the Property by operation of this Deed Notice;

The property is restricted to maintain and avoid damage to the engineering controls in place at the Property. Any alterations, improvements or disturbances must be in accordance with paragraphs 7A and 7B of this Deed Notice.

(3) The objective of the restrictions;

The objective of the restrictions is to maintain and avoid damage to the engineering controls at the Property which serve the purpose of preventing exposure of the public and of the environment to the contaminated fill material present at the restricted areas of the Property.

(B) The following monitoring is required:

(1) Inspection of the Property and interview of personnel familiar with the Property to assure any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) Inspection of the Property and interview of personnel familiar with the Property to determine if there have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) Inspection of the Property and interview of personnel familiar with the Property to determine if the current land use on the property is consistent with the restrictions in this Deed Notice;

(4) A review to determine if any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) A review to determine if any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) The following items will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the site is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

Exhibit C-2: Historic Fill Engineering Controls:

(A) General Description of the Engineering Controls:

The engineering controls consist of grass areas consisting of at least 1 foot thick clean fill underlain by a visual demarcation boundary. The grass coverage and clean fill will prevent the exposure of humans and the environment to the contaminated fill material.

(B) Operation and Maintenance Requirements:

(1) Semi-annual inspections will be conducted of each engineering control to determine its integrity, operability, and effectiveness;

(2) To ensure that each engineering control continues as designed and intended to protect the public health and safety and environment, the property owner shall make or arrange to be made, any/all necessary repairs required to restore/maintain the integrity, operability, and effectiveness of the engineering controls in the event that these characteristics of the engineering control(s) are observed to be compromised during the semi-annual inspection. Said repairs shall be implemented within sixty (60) calendar days from the date of the semi-annual inspection during which the engineering control(s) is(are) observed to be compromised;

(3) Biennial review of available records concerning each alteration, excavation or disturbance of any engineering control to assure it was timely and appropriately addressed to maintain the integrity of the engineering control;

(4) Inspection records will be maintained by the property owner or his/her/their agent to assure that the engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control will be maintained by the property owner or his/her/their agent; and

(6) A biennial review will be conducted to determine if any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

City Clerk File No. Ord. 16-075

Agenda No. 3 - G 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16-075

TITLE:

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
EXECUTE A MONTH-TO-MONTH LEASE NOT TO EXCEED
SIX MONTHS EFFECTIVE AS OF APRIL 1, 2016 WITH 3000
KENNEDY BLVD, LLC FOR THE USE OF 25 PARKING SPACES
AT 3000 KENNEDY BOULEVARD, JERSEY CITY**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") requires a parking facility for employees who work at 1 Journal Square Plaza, Jersey City; and

WHEREAS, 3000 Kennedy Blvd, LLC ("Landlord") operates a parking facility at 3000 Kennedy Boulevard, Jersey City ("Facility"); and

WHEREAS, the Landlord agrees to lease to the City twenty-five (25) reserved parking spaces at the Facility to be used by City employees who work at 1 Journal Square Plaza; and

WHEREAS, the rent will be \$140.00 per parking space per month for a total monthly rent of \$3,500.00; and

WHEREAS, the City will have the right to decrease the total number of spaces it leases during the lease term; and

WHEREAS, the lease will be a month-to-month tenancy not to exceed six (6) months effective April 1, 2016; and

WHEREAS, the City will have the right to terminate the Lease Agreement without cause by providing thirty (30) days' written notice to the Landlord; and

WHEREAS, funds in the amount of \$10,000.00 will be made available in Account No. 01-201-31-432-304; and

WHEREAS, the balance of the lease funds will be made available in the 2016 calendar year budget.

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
EXECUTE A MONTH-TO-MONTH LEASE NOT TO EXCEED
SIX MONTHS EFFECTIVE AS OF APRIL 1, 2016 WITH 3000
KENNEDY BLVD, LLC FOR THE USE OF 25 PARKING SPACES
AT 3000 KENNEDY BOULEVARD, JERSEY CITY.**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with 3000 Kennedy Blvd, LLC for twenty-five (25) reserved parking spaces at the parking facility located at 3000 Kennedy Boulevard, Jersey City;
2. The term of the Lease Agreement shall be effective as of April 1, 2016 and shall continue on month-to-month basis not to exceed six (6) months;
3. The City shall have the right to terminate the lease by providing thirty (30) days' notice prior to the effective date of termination;
4. The monthly rents for twenty-five (25) reserved parking spaces shall be \$140.00 per space for a total monthly rent of \$3,500.00;
5. The City shall have the right to decrease the total number of spaces as needed;
6. Funds in the amount of \$ 10,000.00 will be made available in Account No. 01-201-31-432-304 and the balance of the funds will be made available in the 2016 calendar year budget.

I, _____, Donna Mauer, as Chief fiscal Officer, hereby certify that funds in the amount of \$10,000.00 are available for this expenditure in Account No. 01-201-31-432-304.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Ann Maria Miller, Real Estate Manager

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY TO EXECUTE A MONTH TO MONTH LEASE NOT TO EXTEND SIX MONTHS EFFECTIVE AS OF APRIL 1, 2016 WITH 3000 KENNEDY BLVD., LLC FOR THE USE OF 25 PARKING SPACES AT 3000 KENNEDY BOULEVARD, JERSEY CITY.

Initiator

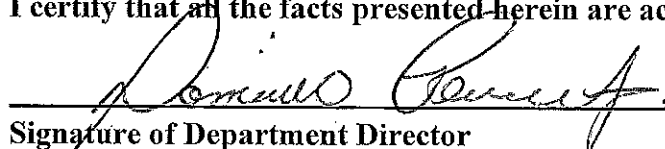
Department/Division	Administration	Real Estate
Name /Title	Dominick Pandolfo	Supervising Administrative Analyst
Phone/E-Mail	(201) 547-4296	Dominick@jenj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance/Resolution Purpose

To provide parking for City employees who work at 1 Journal Square. The term of this Lease Agreement will be a month to month lease not to exceed six (6) months shall take effect as of April 1, 2016 for 25 spaces @ \$140.00 per space for a total monthly rent of \$4,500.00. The City shall have the right to decrease the total number of spaces it leases during the lease term. The City shall also have the right to terminate the lease without cause by providing thirty (30) days written notice to the Landlord.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

LEASE AGREEMENT

This **AGREEMENT** made this ____ day of _____, 2016, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 [City or Tenant] and **3000 KENNEDY BLVD, LLC** with offices at 3000 Kennedy Boulevard, Suite 313B, Jersey City, NJ 07306 [Landlord.]

Whereas, the City requires parking facilities for employees whose offices are at One Journal Square Plaza, Jersey City; and

Whereas, the Landlord operates a parking facility at 3000 Kennedy Boulevard, Jersey City, New Jersey 07306 ("Facility"); and

Whereas the Landlord agrees to rent to the City twenty-five (25) reserved parking spaces at the Facility on a twenty-four (24) hour basis, Monday thru Sunday; and

Whereas, the City and Landlord desire to enter into this lease agreement for the rental of parking spaces effective as of April 1, 2016 and continuing on a month-to-month basis not to exceed six (6) months.

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Premises

Landlord does hereby lease to the City and the City does hereby rent from the Landlord twenty-five (25) reserved parking spaces at the Facility, as depicted in Exhibit A. During the lease term, the City shall have the right to reduce the number of parking spaces that it uses.

ARTICLE II

Term

This lease agreement shall be effective as of April 1, 2016 and continue on a month-to-month basis not to exceed six (6) months. The City shall have the right to terminate the lease without cause by providing thirty (30) days' notice prior to the effective date of termination.

ARTICLE III

Use

Under the terms of this lease, the City shall have the right to use and occupy twenty-five (25) reserved parking spaces located at the Landlord's Facility. The City's use of the leased spaces shall be restricted to the vehicles listed on Exhibit B.

ARTICLE IV

Payment of Rent

The City agrees to pay the Landlord as rent one hundred forty dollars (\$140.00) per parking space per month, payable on the first day of each month. Payments must be mailed to Landlord's office, 3000 John F. Kennedy Boulevard, Suite 313B, Jersey City, New Jersey 07306. In the event that the City exercises its right to decrease or increase the number of parking spaces, the monthly rent shall be reduced or increased accordingly.

ARTICLE V

Property Damage/ Loss

The City shall hold Landlord harmless for any lost, stolen, or damaged property that is not due to the recklessness or negligence of Landlord, its agents, employees, and/or officials. The City also agrees to assume any charges associated with the towing of any of the City's vehicles parked in the Facility.

ARTICLE VI

Termination

The City shall have the right to terminate the lease at any time without cause by giving the Landlord thirty (30) days' written notice prior to the effective date of termination.

ARTICLE VII

Validity of Lease

The terms, conditions, covenants, and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII

Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified mail, return receipt requested, or by hand delivery to the addresses below:

City:

City of Jersey City
Robert Kakoleski, Business Administrator
City Hall
280 Grove Street, Room 108
Jersey City, New Jersey 07302

Licensor:

3000 Kennedy Blvd, LLC
3000 John F. Kennedy Blvd., Suite 313B
Jersey City, New Jersey 07306

ARTICLE IX

Entire Contract

This lease contains the entire agreement between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promise with

reference to the within to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the City.

ARTICLE X

Insurance

The City agrees to supply Landlord with a certificate of insurance evidencing liability coverage naming Landlord as an additional insured. The City shall supply Landlord with the certificate of insurance prior to commencement of the lease, and such coverage shall remain in effect throughout the term of the lease.

IN WITNESS WHEREOF, the parties to this agreement have executed this Lease Agreement as of the _____ day of _____ 2016.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

WITNESS:

3000 KENNEDY BLVD, LLC

By: _____

By: _____

Title: _____

Title: _____

Requisition #

0174055

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
3000 KENNEDY BLVD, LLC
3000 JFK BLVD, STE 313-B
JERSEY CITY NJ 07306

TH547840

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	01-201-31-432-304	10,000.00	10,000.00

THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES
ONLY TO ESTABLISH FUNDING FOR EMPLOYEE PARKING
AT 3000 KENNEDY BLVD.
NAME OF CONTRACT: 3000 KENNEDY BLVD. LLC
TOTAL CONTRACT: \$48,720.00
TEMPORARY ENCUMBRANCY: \$10,000.00
TO COVER FROM 4/1/16 THRU 5/31/16
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 10,000.00

Req. Date: 03/24/2016

Requested By: PEGGYR

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

City Clerk File No. Ord. 16.076

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.076

TITLE:

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AMENDMENT TO A LEASE AGREEMENT WITH 30 M ACQUISITIONS, LLC FOR APPROXIMATELY 33,650 SQUARE FEET OF SPACE AT 30 MONTGOMERY STREET, BLOCK 8, LOT C2

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City [City] needs office space for its Department of Housing and Economic Development; and

WHEREAS, 30 M Acquisitions, LLC, is the present owner of Block 8, Lot C2, more commonly known by the street address of 30 Montgomery Street [Property]; and

WHEREAS, the City of Jersey City has been occupying various portions of 30 Montgomery Street as a tenant under a Lease that first began on February 1, 1993, and amended thereafter [the Lease]; and

WHEREAS, under the present Lease, as amended, approximately 33,650 square feet of space is rented by the City at \$66,178.33 per month (calculated as \$22.00 a square foot plus a utility charge of \$1.60 per square foot); and

WHEREAS, the present Lease will expire on July 31, 2016; and

WHEREAS, 30 M Acquisitions, LLC has offered to extend the Lease for two (2) years; and

WHEREAS, the base rent for the space will be \$98,145.83 per month with an "electric energy charge" of \$4,486.67 per month until readjusted pursuant to the original lease; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may negotiate a lease and, by ordinance, authorize the leasing of real property it determines it needs for municipal purposes; and

WHEREAS, funds in the amount of \$ _____ are available in Account No. 01-201-31-432-304; and

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY that:

1. The Mayor or Business Administrator is authorized to execute an amendment to the Lease Agreement with 30 Montgomery Property, LLC.
2. The term of the Lease shall be extended for two (2) years commencing August 1, 2016 and expiring on July 31, 2018, for a monthly rent of \$98,145.83 with an "electric energy charge" of \$4,486.67 per month until readjusted pursuant to the original lease.

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE
AN AMENDMENT TO A LEASE AGREEMENT WITH 30 M
ACQUISITIONS, LLC FOR APPROXIMATELY 33,650 SQUARE FEET OF
SPACE AT 30 MONTGOMERY STREET, BLOCK 8, LOT C2**

3. The Lease shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
 - A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
 - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein, The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law.

JMcK
4/19/2016

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AMENDMENT TO A LEASE AGREEMENT WITH 30 M ACQUISITIONS, LLC FOR APPROXIMATELY 33,650 SQUARE FEET OF SPACE AT 30 MONTGOMERY STREET, BLOCK 8, LOT C2

Project Manager

Department/Division		
Name/Title		
Phone/email		

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Ordinance to amend the existing lease for office space at 30 Montgomery for an additional 2 years.

Cost (Identify all sources and amounts)

\$98,145.83 monthly base rent.

Contract term (include all proposed renewals)

2 years

Type of award

Lease

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE ("Third Amendment") is made as of the ____ day of _____, 2016 by and between **30 M Acquisitions, LLC**, a Delaware limited liability company having an address at c/o Onyx Equities, LLC, 900 U.S. Highway 9 North, Woodbridge, New Jersey 07095, successor in interest to Montgomery Property, LLC ("Landlord"), and **City of Jersey City**, a Municipal Corporation ("Tenant"), having an address at 30 Montgomery Street, Jersey City, New Jersey 07302.

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Agreement of Lease dated December 3, 2004, as amended by an Amendment to Lease dated October 2, 2007 and a Lease Extension Agreement dated as of August 1, 2012 (collectively, the "Lease") for certain premises consisting of (a) 23,057 rentable square feet located on the 4th floor (the "4th Floor Premises") and 10,593 rentable square feet located on the 14th floor (the "14th Floor Premises", together with the 4th Floor Premises, the "Premises") of the building known as 30 Montgomery Street, Jersey City, New Jersey ("Building");

WHEREAS, the term of the Lease expires on July 31, 2016; and

WHEREAS, Tenant desires to extend the term of the Lease, and Landlord is willing to extend the term of the Lease, as further set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, intending to be legally bound hereby, the parties agree to amend the Lease as follows:

1. Extension of Term. The Term of the Lease is hereby extended for an additional period of 24 months from its current expiration date (the "Extended Lease Term"), thereby commencing on August 1, 2016 (the "Extended Lease Term Commencement Date") and continuing until, through and including, and expiring at 11:59 P.M. local time on July 31, 2018 (the "Extended Lease Term Expiration Date").

2. Annual Rent and Electricity.

(a) Subject to the terms of Section 2(b) below, commencing on the Extended Lease Term Commencement Date and continuing through and until the Extended Lease Term Expiration Date, Tenant shall pay Base Rent, in equal monthly installments on the first day of each calendar month, in the amount of \$98,145.83 per month.

(b) Throughout the Extended Lease Term, until such amount is again adjusted in accordance with the terms of the Lease, the monthly "electric energy charge" (as defined in Section 10F of the Lease) shall be \$4,486.67. Monthly payments for electricity shall continue to be payable in equal monthly installments on the first day of each calendar month.

3. Relocation. Section 36 of the Lease is hereby deleted in its entirety and is replaced with the following:

DRAFT

“36. Relocation. Landlord shall have the right to relocate Tenant from the 14th Floor Premises to a different location in the Building on 60 days prior written notice to Tenant, provided such relocated space shall be comparable in size and quality to the 14th Floor Premises, and Landlord shall pay all reasonable expenses of relocating Tenant from the 14th Floor Premises to the relocated premises.”

4. Condition of Premises. Tenant acknowledges that it accepts the Premises in its present "AS IS" condition, without any obligation by Landlord to perform any alterations, improvements, redecorating or other work therein, or to provide any construction or monetary allowance with respect thereto.

5. Option to Renew. The Option to Renew set forth on Exhibit C attached to the Lease is hereby deleted and of no further force or effect. Tenant shall have no right or option to extend the term of the Lease beyond the Extended Lease Term Expiration Date.

6. Brokers. Tenant represents that it has not dealt with any broker in connection with this Third Amendment. Landlord and Tenant shall each indemnify the other against any claim by any party claiming a brokerage fee or other compensation arising due to the execution and delivery of this Third Amendment if such claim is based on allegations of communications between the party claiming the compensation and the indemnitor.

7. No Drafting Presumption. This is a fully negotiated agreement, and shall not be construed against Landlord by virtue of its having been prepared by counsel for Landlord.

8. Capitalized Terms. All capitalized terms not defined in this Third Amendment shall have the same meaning as provided for in the Lease.

9. Estoppel. Tenant acknowledges that Landlord has performed fully all obligations of “Landlord” pursuant to the Lease in accordance with the terms thereof, that there is no default by Landlord thereunder, and there is no circumstance which, but for the giving of notice or the passage of any applicable cure period, will constitute a default by Landlord thereunder.

10. Notices. From and after the date of this Third Amendment, all notices sent to Landlord in connection with the Lease or the Property shall be sent to:

30 M Acquisitions, LLC
c/o Onyx Equities, LLC
900 Route 9 North
Woodbridge, New Jersey 07095

and:

30 M Acquisitions, LLC
c/o Rubenstein Partners
Cira Centre
2929 Arch Street
28th Floor
Philadelphia, Pennsylvania 19104-2868

DRAFT

Attention: Stephen A. Card
R. Bruce Balderson, Jr., Esq.

11. Ratification. Except as modified herein, the terms and provisions of the Lease remain in full force and effect without amendment thereto and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Third Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in the Lease, their respective assigns. In the event of any conflict between the terms contained in this Third Amendment and the Lease, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

12. Miscellaneous. This Third Amendment becomes effective only upon execution and delivery hereof by Landlord and Tenant. The captions of the paragraphs and subparagraphs in this Third Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof. This Third Amendment supersedes all prior negotiations, agreements, informational brochures, letters, promotional information, proposals, and other statements and materials made or furnished by Landlord or its agents with respect to the subject matter contained herein.

[remainder of page left blank; signatures appear on next page]

DRAFT

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment as of the day and year first above written.

30 M ACQUISITIONS, LLC, Landlord

By: _____

Name:

Title:

CITY OF JERSEY CITY, Tenant

By: _____

Name:

Title:

***[Signature page to Third Amendment to Lease between 30 M Acquisitions, LLC
and City of Jersey City]***

City Clerk File No. Ord. 16.077

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.077

TITLE:

AN ORDINANCE GRANTING PERMISSION TO 58 GILES, LLC, ITS SUCCESSORS AND/OR ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY OF 940 PAVONIA AVENUE, (a/k/a 58 GILES AVENUE) JERSEY CITY, NEW JERSEY ALSO KNOWN ON THE TAX MAP OF THE CITY OF JERSEY CITY AS BLOCK 10404, LOT 29.

WHEREAS, 58 GILES, LLC, having offices located 940 Pavonia Avenue, Jersey City, New Jersey 07302, is the owner of the property located at 940 Pavonia Avenue (a/k/a 58 Giles Avenue) and known as Block 10404, Lot 29 on the current tax map of the City of Jersey City ("Property"); and

WHEREAS, 58 Giles, LLC is referred to as the Petitioner; and

WHEREAS, the development of the Property is currently under construction; and

WHEREAS, part of the development approval granted includes the right to construct four (4) window wells fronting the building along Giles Avenue which will encroach onto the public right of way, (see Proposed Franchise Area Plan dated November 24, 2015 and prepared by William G. Severino, NJ License No. 21A101374500 of William G. Severino Architect, LLC and attached hereto as **Exhibit A**; and

WHEREAS, the franchise area directly adjacent to the Property shall consist of approximately 235 square feet and shall be identified as the Proposed Franchise Area ("Franchise Area") as depicted in the Survey (attached **Exhibit B**) and Metes and Bounds description (attached **Exhibit C**) prepared by William Klapper, PLS, NJ Professional Land Surveyor, License #24GS03317500 of Behar Surveying Associates, PC; and

WHEREAS, as part of their approvals, Petitioner shall be constructing and installing window wells on the lower level of the building in the public right of way, fronting on Giles Avenue; and

WHEREAS, the construction of four (4) window wells on the lower level of the building in the public right of way will not interfere with pedestrian traffic on the right-of-way; and

WHEREAS, the proposed installation of window wells on the lower level of the building in the public right of way, will enhance the Property and the surrounding area and neighborhood; and

WHEREAS, the construction of private improvements to the Property will aesthetically enhance the Property; and

WHEREAS, the Petitioner has provided a proposed Franchise Area Plan (**Exhibit A**), Survey (**Exhibit B**) and a Metes and Bounds Description of the area (**Exhibit C**); and

WHEREAS, the Petitioner is required to file the Petition for a Franchise Ordinance to place these improvements; and

WHEREAS, there will remain sufficient area in the right-of-way for pedestrian use, and the proposed private improvements will not impede or have a negative impact on typical pedestrian use; and

WHEREAS, Petitioner has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is in the best interests and essential for the completion of the construction of the development; and

WHEREAS, Petitioner has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is in the best interests of the development and the general welfare; and

WHEREAS, after due notice was given in accordance with law, a public hearing was held on the Petition to grant permission to construct private improvements within the public right-of-way for the following purposes:

1. The contemplated improvements will include but not be limited to the construction of four (4) window wells at the building located along Giles Avenue, which will encroach in the public right of way; and
2. All costs and maintenance associated with these improvements will be incurred by the Petitioner, and there being no objections thereto; and

WHEREAS, the Jersey City Zoning Officer and Building Department can approve the construction of these improvements at the Property conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City; and

WHEREAS, a franchise ordinance is required to permit the construction of the private improvements within the public right-of-way; and

WHEREAS, by reason of the character of the development of the area wherein this Property is situated, the said improvements will enhance public purposes, and the aesthetic and character of the property and greatly benefit Jersey City and the surrounding neighborhood; and

WHEREAS, the public interest will be served by said improvements, which will be of great benefit to the citizens of Jersey City and Hudson County and the rights of the public will not be injuriously or adversely affected by the requested relief;

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City, that:

SECTION I. Permission be, and is hereby granted to Petitioner 58 Giles, LLC, their successors and/or assigns, to construct and maintain private improvements to a portion of lands located within the front sidewalk public right-of-way of 940 Pavonia Avenue (a/k/a 58 Giles Avenue), Jersey City, New Jersey and known as Block 10404, Lot 29, on the current tax map of the City of Jersey City, said areas being more particularly described on the Franchise Area Plan, Survey and the metes and bounds descriptions attached hereto as **Exhibit A, Exhibit B** and **Exhibit C** respectively.

1. The contemplated improvements will include but not be limited to the construction of four (4) window wells at the building located along Giles Avenue, which will encroach in the public right of way.
2. The contemplated improvements will be consistent in design as shown in **Exhibit A**.
3. There will remain sufficient area in the right-of-way for pedestrian use.
4. The contemplated improvements will be constructed consistent with the development plans approved by the Jersey City Zoning Officer and Building Department.
5. All costs and maintenance associated with these improvements will be incurred by the Petitioner.
6. The contemplated improvements will greatly benefit the Petitioner' Property, and the surrounding area and neighborhood.

SECTION II. All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic. Petitioner, its successors and/or assigns, shall maintain all improvements installed by it for the entire term of this Franchise at no cost to the City.

SECTION III. This Ordinance shall remain in full force and effect for a period of seventy-five (75) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioner one year prior to the date of cancellation.

SECTION IV. All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by said Petitioner.

SECTION V. In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, Petitioner, its successors and/or assigns, hereby agrees to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of this Ordinance. Petitioner, its successors and assigns, shall maintain in effect, during the term of this franchise, liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$2,000,000.00 or in such amount and type as the City of Jersey City's Risk Manager may deem reasonable shall be delivered to the Risk Manager before use or occupancy of the Property subject to this Franchise Ordinance. Insurance limits shall be reviewed annually by the City of Jersey City's Risk Manager to determine if they need to be increased.

SECTION VI. This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk. In the event that the Petitioner shall not file with the City Clerk its acceptance in writing of the provisions of this Ordinance within 30 days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION VII. Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION VIII. An easement for the duration of this Ordinance is reserved for the benefit of the City of Jersey City and all public utility companies including any cable television company as defined in the Cable Television Act, P.L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

SECTION IX. For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the City of Jersey City the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of _____ next succeeding the time when this Ordinance shall become effective and on each first day of _____ thereafter until the termination of this Ordinance.

SECTION X. A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance certified and incorporated in the official copies of the Jersey City Code.

C. This Ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repeals of existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

PETITION

TO: THE HONORABLE, THE MAYOR AND MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY:

Your Petitioner, 58 Giles, LLC ("Petitioner"), having an office at 940 Pavonia Avenue, Jersey City, New Jersey 07302, respectfully says that:

1. Petitioner, is the owner of the property located at 940 Pavonia Avenue (a/k/a 58 Giles Avenue), Jersey City, New Jersey and known as Block 10404, Lot 29, on the current tax maps of the City of Jersey City (the "Property"). The subject property is a corner lot that is located within the R-1 One and Two Family Dwelling District.

2. Petitioner proposes to make the following site improvements within the areas of the public right-of-way:

A. The contemplated improvements will include but not be limited to four (4) window wells located along Giles Avenue, which will encroach into the public right of way.

B. All costs associated with these improvements will be incurred by the Petitioner.

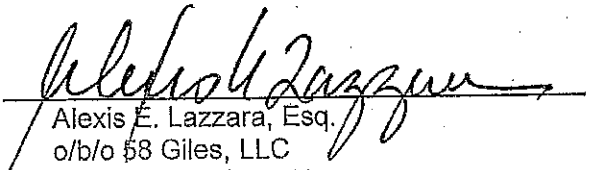
3. The contemplated improvements would enhance and benefit the petitioner's property, and the surrounding area and neighborhood.

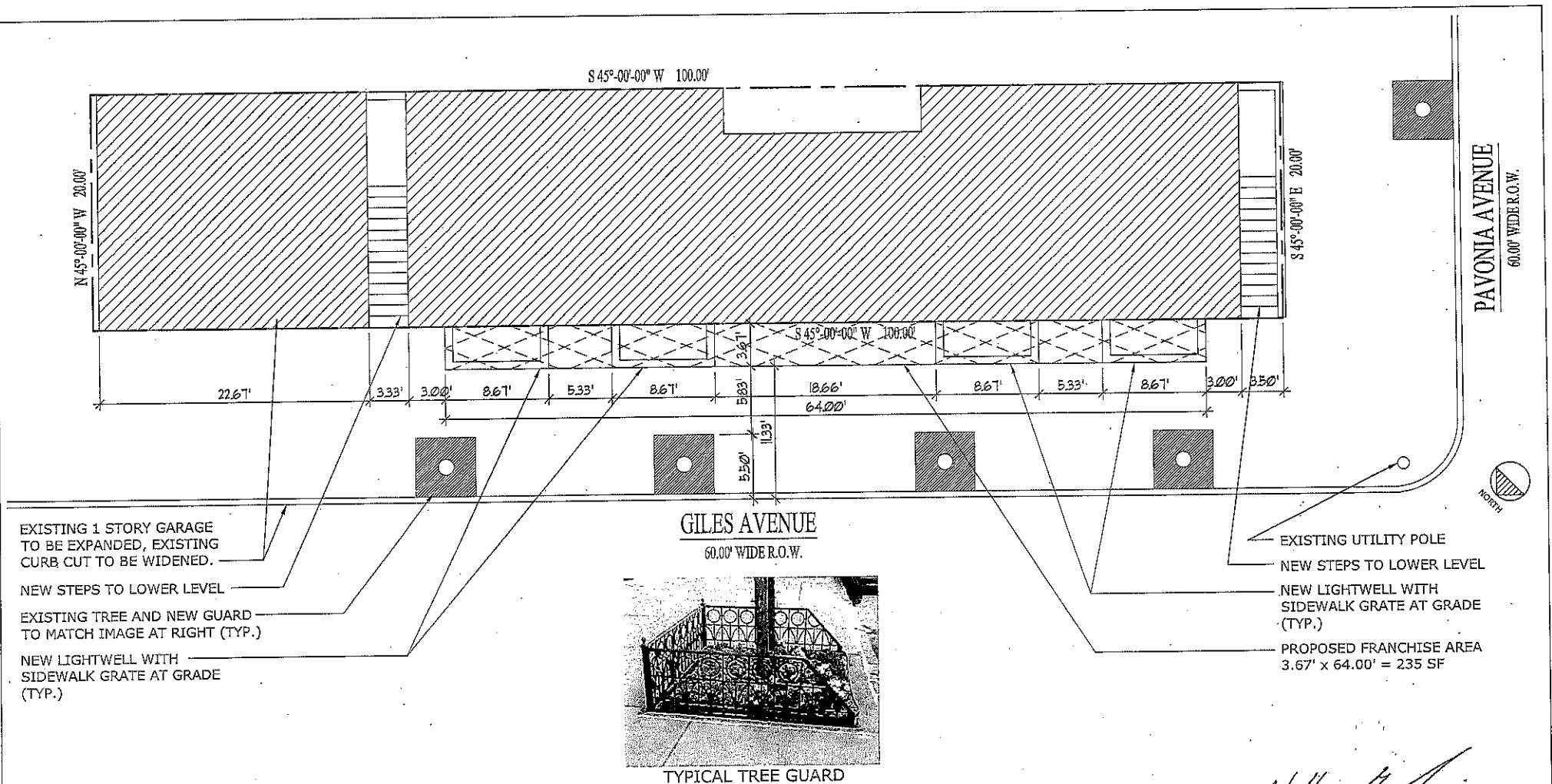
4. The Petitioner presented the proposed improvements to the Jersey City Zoning Officer and Building Department, which can approve proposed improvements conditioned upon the Petitioner being granted a franchise ordinance by the City of Jersey City.

5. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals, and will greatly benefit the Petitioner's property and the surrounding area and neighborhood.

WHEREFORE, your Petitioner respectfully petitions for itself, its successors and assigns, for the enactment of a Franchise Ordinance to allow it to make private improvements within the public right-of-way of 940 Pavonia Avenue, all as more particularly shown on the plans annexed hereto and made a part hereof.

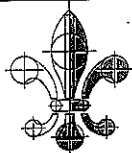
By: _____


Alexis E. Lazzara, Esq.
o/b/o 58 Giles, LLC
Attorney for the Petitioner



PROPOSED FRANCHISE AREA PLAN

William G. Severino
SCALE: 1/8" = 1'-0"



William G. Severino
ARCHITECT, LLC
REGISTERED ARCHITECT NJ 21A101374500
104 SUMMIT CIRCLE 201.615.7001 TEL
LITTLE FERRY, NJ 07643 201.329.9380 FAX
BILL.WGS_ARCH@VERIZON.NET

PROJECT
ADDITION AND ALTERATIONS TO 58 GILES AVE.
940 PAVONIA AVENUE, JERSEY CITY, NJ, 07306

CLIENT
58 GILES LLC
464 HUDSON STREET, #259, NEW YORK, NY 10014

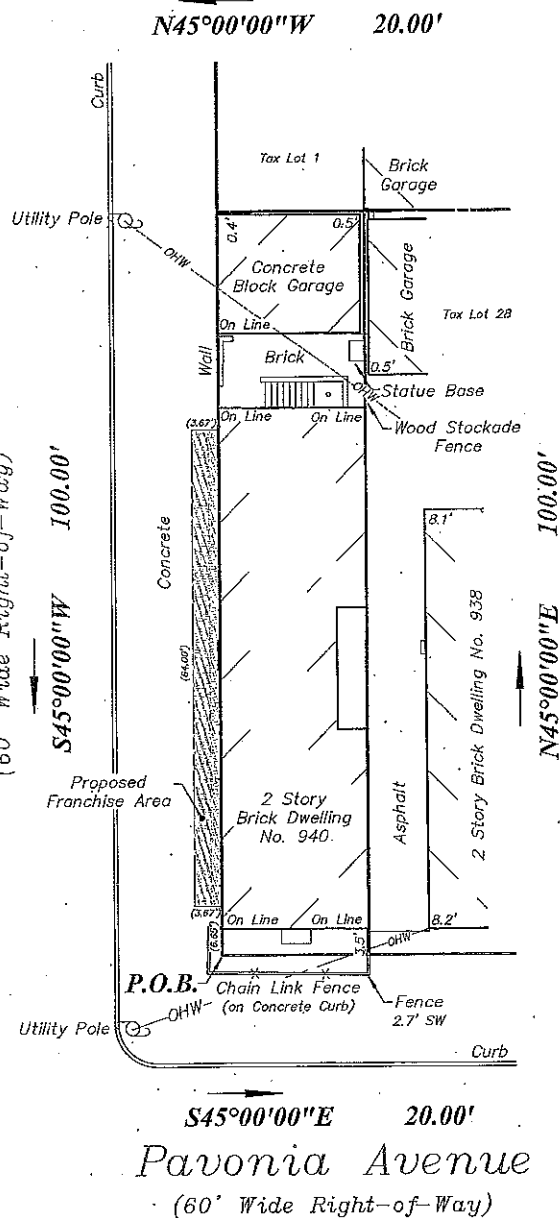
DRAWING NAME
PROPOSED FRANCHISE AREA PLAN

SCALE
1/8" = 1'-0"

DATE
NOV. 24, 2015

DRAWING NO.
FP-1

Giles Avenue
(60' Wide Right-of-Way)



Revised: December 7, 2015 to depict the Proposed Franchise Area.

Survey For The Property Located At:
940 Pavonia Avenue, Jersey City, Hudson County, New Jersey

Tax Block/Lot: 10404/29

Scale: 1"=20'

Deed Book/Page: 3303/43

Order Number: BSA-16108

Date: April 27, 2015

Title Number: 93031

Subject to easements and restrictions of record.
Only surface conditions are shown. The surveyor takes no responsibility for buried pipes, wires, septic, wells and other utilities.
This map or any part thereof is not to be reproduced without written consent by Behar Surveying Associates, PC.

This survey is certified as having been prepared under my direct supervision to the following:

1. Orion Realty, NYC, LLC,
2. Alexis E. Lozzero, Esquire - Connell Foley, LLP



Behar Surveying Associates, PC

Land Surveying & Mapping Services

61 Locust Lane, East Rutherford, NJ 07073

Phone: 973-778-0010 ; Fax: 973-778-0027

www.beharsurveying.com

William B. Klapper

William B. Klapper

Professional Land Surveyor
NJ License No. 24GS03317500

Jeremy A. Klapper

Professional Land Surveyor
NJ License No. 24GS04331800
NY License No. 050876

This certification is made only to herein named parties for purchase or mortgage of herein delineated property by named purchaser(s). No responsibility or liability is assumed by the surveyor for use of survey for any other purpose, including but not limited to, use of survey for a survey affidavit, resale of property, or to any other person not listed in certification, either directly or indirectly. A written waiver and direction not to set corner markers has been obtained from the ultimate user pursuant to N.J.A.C. 15:40-5.1(d)



940 Pavonia Avenue (Aka 58 Giles Avenue)
Tax Block 10404, Lot 29
City of Jersey City
Hudson County, N.J.

Being the same premises as described in Deed Book 3303, Page 43 and further described as:

Beginning at the corner formed by the intersection of the northeasterly line of Pavonia Avenue, (60' Wide Right-of-Way), and the southeasterly line of Giles Avenue, (60' Wide Right-of-Way); running thence,

1. S 45°00'00" E 20.00', along the said northeasterly line of Pavonia Avenue, to a point; thence,
2. N 45°00'00" E 100.00', leaving the said line of Pavonia Avenue to a point; thence,
3. N 45° 00'00" W 20.00', to a point on the said southeasterly line of Giles Avenue; thence,
4. S 45° 00'00" W 100.00', along Giles Avenue to the point and place of beginning.

Proposed Franchise Area

Beginning at a point on the southeasterly line of Giles Avenue (60' Wide Right-of-Way), said point being distant 6.65' northeasterly from the corner formed by the intersection of the northeasterly line of Pavonia Avenue, (60' Wide Right-of-Way), and the said line of Giles Avenue, (60' Wide Right-of-Way); running thence,

1. N 45°00'00" W 3.67', leaving the said line of Giles Avenue to a point inside the Right-of-Way of said street; thence,
2. N 45°00'00" E 64.00', continuing inside the Right-of-Way of Giles Avenue to a point; thence,
3. S 45° 00'00" E 3.67', to a point on the said southeasterly line of Giles Avenue; thence,
4. S 45° 00'00" W 64.00', along the southeasterly line of Giles Avenue to the point and place of beginning.

Subject to easements and restrictions of record.

In accordance with a survey prepared by Behar Surveying Associates, PC dated April 27, 2015 and revised December 7, 2015.

William B. Klapper
Professional Land Surveyor
New Jersey License No. 24GS03317500

File Number: BSA-16370

Address: 61 Locust Lane (at the corner of Carlton Ave), East Rutherford, New Jersey 07073

Phone: (973) 778-0010 Fax: (973) 778-0027 Email: contactus@beharsurveying.com

Website: www.beharsurveying.com

City Clerk File No. Ord. 16.078

Agenda No. 3. J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.078

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 8, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 113 WALES AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property, is permitted for a period of five (5) years; and

WHEREAS, ALT Investments, Inc., [Entity], is the owner of Property designated as Block 9202, Lot 8, on the City's Tax Map and more commonly known by the street address of 113 Wales Avenue, Jersey City, NJ; and

WHEREAS, the Entity has constructed a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property; and

WHEREAS, construction is substantially complete and a Certificate of Occupancy was issued on July 15, 2015; and

WHEREAS, on August 4, 2014, the Entity filed the initial application for a five (5) year tax exemption to construct the new multiple dwelling Project, a copy of which application is attached hereto; and

WHEREAS, ALT Investments, Inc., proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$3,741) a tax payment for the new improvements on the property, as follows:

- (a) 2016: the tax year in which the structure will be completed. \$0 taxes due on improvements;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 8, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 113 WALES AVENUE

- (b) 2017: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$2,394;
- (c) 2018: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$4,788;
- (d) 2019: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$7,183; and
- (e) 2018: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$9,577;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$3,741 for land and \$11,971 for improvements, for a total of \$15,712 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$15,712; and

WHEREAS, ALT Investments, Inc., has agreed to pay the sum of \$5,100 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage, located in Block 9202, Lot 8, and more commonly known by the street address of 113 Wales Avenue, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
 - (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$2,394;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 8, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 113 WALES AVENUE

- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$4,788;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$7,183; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$9,577.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 x 3 units and 1.50 x 400 square feet of parking garage, for a total of \$5,100.

3. Since the Project is complete, a Project Employment and Contracting Agreement is not necessary.
4. Construction is substantially complete and a Certificate of Occupancy was issued on July 15, 2015.
5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 8, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 113 WALES AVENUE

7. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to 1) the City Tax Assessor; 2) the Director of the New Jersey Division of Local Government Services; 3) the Hudson County Chief Financial Officer; and 4) the Hudson County Counsel, within ten (10) calendar days of adoption or execution, whichever occurs later.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH/he
4/18/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

An Ordinance Approving A Five (5) Year Tax Exemption for a Market Rate Rental Project developed by Alt Investments, Inc. Under the Short-Term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 9202 Lot 8 on the City's Tax Map and known as 113 Wales Avenue.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

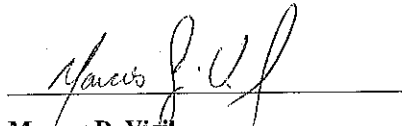
Ordinance Purpose

The applicant Alt Investments, Inc. is applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

The property is known as 113 Wales Avenue consisting of Block 9202 Lot 6 is on Wales Avenue between Broadway and Fayette Avenue.

The project is a three (3) story residential rental building with two (2) three bedroom units on the upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

I certify that all the facts presented herein are accurate.


Marcos D. Vigil
Deputy Mayor

April 18, 2016

Date

DRAFT

DATE: April 5, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: Alt Investments, Inc.
113 Wales Avenue - Block 9202 Lot 8

CC: M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado

INTRODUCTION:

The applicant, Ault Investments, Inc. is applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

LOCATION OF THE PROPERTY:

The property is known as 113 Wales Avenue consisting of Block 9202 Lot 6 is on Wales Avenue between Broadway and Fayette Avenue.

PROPERTY CONSTRUCTED:

The project is a three (3) story residential rental building with two (2) three bedroom units on the two upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

ESTIMATED TOTAL CONSTRUCTION COST:

The construction cost is \$274,292 and certified by Sarvinder Singh the applicants architect.

CONSTRUCTION SCHEDULE:

The project is complete. A Certificate of Occupancy was issued on July 15, 2015. The original application was filed on August 4, 2014.

ESTIMATED JOBS CREATED

The applicant estimates three (3) jobs were created during the construction period since the Project is complete a Project Employment and Contracting Agreement is not necessary.

113 WALES Five-yr SUM

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AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

The applicant will make an AHTF contribution based upon the rate of \$1,500 per residential unit plus \$1.50 per square foot for garage parking.

See calculation below:

113 Wales Avenue

		Rate	Amount
Residential Units	3	\$1,500.00	\$4,500.00
Square footage Parking Garage	400	\$1.50	\$600.00
		Total AHTF Payment	<u>\$5,100.00</u>

CURRENT REAL ESTATE TAX:

The current tax for assessment for the land is \$50,000. The current land tax at the rate of \$74.82 is \$ 3,741. All taxes are paid for properties owned by the applicant and affiliates through the First Quarter 2016.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The phase-in of taxes on improvements is shown in the table below:

The total taxes payable projected for the five-year term of the abatement are

113 WALES Five-yr SUM

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\$25,412.83. The total taxes exempted for the term are \$36,885.78. The Tax Assessor estimated the final assessment based upon information provided by the Applicant. The schedule below reflects an estimated annual tax increase of two percent (2%).

Block 9202 Lot 8

Tax Projections on Improvements Only

113 Wales Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	
Full Tax on Improvements	11,971.20	12,210.62	12,454.84	12,703.93	12,958.01	62,298.61
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on Improvements	0.00	2,442.12	4,981.93	7,622.36	10,366.41	25,412.83
Exempted Tax	11,971.20	9,768.50	7,472.90	5,081.57	2,591.60	36,885.78

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$50,000

Improvements \$160,000

Total \$210,000

113 WALES Five-yr SUM

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FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 9202 Lot: 8 Loc: 113 WALES AVE.

Market Rate Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
2 Bedroom	1	2.012	0.120	2.01	0.12	\$1,181.83	\$3,445.00	\$2,377.84	\$413.40	\$2,791.24
3 Bedroom	2	2.798	0.560	5.60	1.12	\$1,181.83	\$3,445.00	\$6,613.51	\$3,858.40	\$10,471.91
TOTAL	3			7.61	1.24			\$8,991.35	\$4,271.80	\$13,263.15

1. Total Municipal Ratables	\$5,997,768,597	4. CY 2015 Budget	\$535,307,187	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$	13,263.15	
2. Residential Ratables	\$3,278,586,056			7. Per Capita Municipal Cost		10. Anticipated Taxes (74.82 w/ 2% Annual Increase)			
Commercial Ratables	\$1,512,274,524				\$1,181.83	1st Year	\$	3,741.00	
						2nd Year	\$	6,257.94	
3. Residential Ratables as a Percentage of Total Ratables	54.66%	5. Residential Portion	\$292,617,271	8. Annual Expenditures Per Student**	\$3,445.00	3rd Year	\$	8,874.07	
						4th Year	\$	11,592.34	
						5th Year	\$	14,415.79	
<i>Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs</i>						11. Implied Surplus (Cost)			
							1st Year	\$	(9,522.15)
							2nd Year	\$	(7,005.21)
							3rd Year	\$	(4,389.08)
							4th Year	\$	(1,670.81)
						5th Year	\$	1,152.63	

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

113-115 WALES HOLDINGS, LLC

9202-8

BLOCK 9202 Lot 8

113 Wales Avenue

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
9202	8	Land	50000	50000	0
		Bldg	0	160000	160000
		Total	50000	210000	160000

**Est. In-Lieu of Full Property Tax On Such Propety An
Amount Equal To A Percentage Of Taxes Otherwise Due,
According To The Following Schedule:**

Year		
1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due, estimated to be the sum of;	\$ 2,394.24
3	In the third tax year, an amount equal to 40% of conventioal taxes otherwise due, estimated to be the sum of ;	\$ 4,788.48
4	In the fourth tax year, an amount equal to 60% of conventioanal taxes otherwise due, estimated to be the sum of;	\$ 7,182.72
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due, estimated to be the sum of;	\$ 9,576.96

AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S
NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF; \$ 11,971.20

4/4/2016 Land Tax 3,741.00
Land & Building Tax at Completion \$ 15,712.20

TIER ONE (5 YEAR)
4/18/16
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **ALT INVESTMENTS, INC./ 113 Wales Avenue** [Applicant /Owner], whose principal place of business is 135 Mountain Road, Warren, NJ 07059.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 113 Wales Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 9202, Lot 8 on the Tax Assessor's Map, more commonly known by the street address of 113 Wales Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about August 4, 2014, as amended on March 22, 2016, the Applicant applied for a five year tax exemption to construct a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new three (3) story market rate residential rental building to contain three (3) residential units and a

two-car garage [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$2,394;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$4,788;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$7,183; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$9,577.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$300** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of

the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$5,100, or \$1,500 x 3 units and \$1.50 x 400 square feet of parking garage, as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Since the Project is complete, a Project Employment and Contracting Agreement is not necessary.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

ALT Investments, Inc.
135 Mountain Road
Warren, NJ 07059

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

ALT INVESTMENTS, INC.

BY: _____

Makhan Lalli, President

ATTEST:

CITY OF JERSEY CITY

BY: _____

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

City Clerk File No. Ord. 16.079

Agenda No. 3-K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.079

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 7, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 115 WALES AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property, is permitted for a period of five (5) years; and

WHEREAS, ALT Investments, Inc., [Entity], is the owner of Property designated as Block 9202, Lot 7, on the City's Tax Map and more commonly known by the street address of 115 Wales Avenue, Jersey City, NJ; and

WHEREAS, the Entity has constructed a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property; and

WHEREAS, construction is substantially complete and a Certificate of Occupancy was issued on July 15, 2015; and

WHEREAS, on August 4, 2014, the Entity filed the initial application for a five (5) year tax exemption to construct the new multiple dwelling Project, a copy of which application is attached hereto; and

WHEREAS, ALT Investments, Inc., proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$4,788) a tax payment for the new improvements on the property, as follows:

- (a) 2016: the tax year in which the structure will be completed. \$0 taxes due on improvements;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 7, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 115 WALES AVENUE

- (b) 2017: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$2,185;
- (c) 2018: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$4,369;
- (d) 2019: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$6,554; and
- (e) 2018: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$8,739;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$4,788 for land and \$10,924 for improvements, for a total of \$15,712 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$15,712; and

WHEREAS, ALT Investments, Inc., has agreed to pay the sum of \$5,100 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage, located in Block 9202, Lot 7, and more commonly known by the street address of 115 Wales Avenue, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
 - (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$2,185;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 7, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 115 WALES AVENUE

- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$4,369;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$6,554; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$8,739.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws; and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 x 3 units and 1.50 x 400 square feet of parking garage, for a total of \$5,100.

3. Since the Project is complete, a Project Employment and Contracting Agreement is not necessary.
4. Construction is substantially complete and a Certificate of Occupancy was issued on July 15, 2015.
5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 7, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 115 WALES AVENUE

7. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to 1) the City Tax Assessor; 2) the Director of the New Jersey Division of Local Government Services; 3) the Hudson County Chief Financial Officer; and 4) the Hudson County Counsel, within ten (10) calendar days of adoption or execution, whichever occurs later.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH/he
4/18/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

An Ordinance Approving A Five (5) Year Tax Exemption for a Market Rate Rental Project developed by Alt Investments, Inc. Under the Short-Term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 9202 Lot 7 on the City's Tax Map and known as 115 Wales Avenue.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

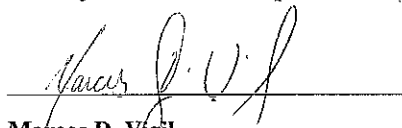
Ordinance Purpose

The applicant Alt Investments, Inc. is applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

The property is known as 115 Wales Avenue consisting of Block 9202 Lot 7 is on Wales Avenue between Broadway and Fayette Avenue.

The project is a three (3) story residential rental building with two (2) three bedroom units on the upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

4-15-16

Date

DRAFT

DATE: April 5, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: Alt Investments, Inc.
115 Wales Avenue - Block 9202 Lot 7

CC: M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado

INTRODUCTION:

The applicant, Ault Investments, Inc. is applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

LOCATION OF THE PROPERTY:

The property is known as 115 Wales Avenue consisting of Block 9202 Lot 7 is on Wales Avenue between Broadway and Fayette Avenue.

PROPERTY CONSTRUCTED:

The project is a three (3) story residential rental building with two (2) three bedroom units on the two upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

ESTIMATED TOTAL CONSTRUCTION COST:

The construction cost is \$274,292 and certified by Sarvinder Singh the applicants architect.

CONSTRUCTION SCHEDULE:

The project is complete. A Certificate of Occupancy was issued on July 15, 2015. The original application was filed on August 4, 2014.

ESTIMATED JOBS CREATED

The applicant estimates three (3) jobs were created during the construction period since the Project is complete a Project Employment and Contracting Agreement is not necessary.

115 WALES Five-yr SUM

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AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

The applicant will make an AHTF contribution based upon the rate of \$1,500 per residential unit plus \$1.50 per square foot for garage parking.

See calculation below:

115 Wales Avenue

		Rate	Amount
Residential Units	3	\$1,500.00	\$4,500.00
Square footage Parking Garage	400	\$1.50	\$600.00
Total AHTF Payment			<u>\$5,100.00</u>

CURRENT REAL ESTATE TAX:

The current tax for assessment for the land is \$64,000. The current land tax at the rate of \$74.82 is \$ \$4,790. All taxes are paid for properties owned by the applicant and affiliates through the First Quarter 2016.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The phase-in of taxes on improvements is shown in the table below:

The total taxes payable projected for the five-year term of the abatement are

115 WALES Five-yr SUM

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\$23,189.21. The total taxes exempted for the term are \$33,658.27. The Tax Assessor estimated the final assessment based upon information provided by the Applicant. The schedule below reflects an estimated annual tax increase of two percent (2%).

Block 9202 Lot 7

Tax Projections on Improvements Only

115 Wales Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	
Full Tax on Improvements	10,923.72	11,142.19	11,365.04	11,592.34	11,824.19	56,847.48
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on improvements	0.00	2,228.44	4,546.02	6,955.40	9,459.35	23,189.21
Exempted Tax	10,923.72	8,913.76	6,819.02	4,636.94	2,364.84	33,658.27

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$64,000

Improvements \$146,000

Total \$210,000

115 WALES Five-yr SUM

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FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 9202 Lot: 7 Loc: 115 WALES

Market Rate Units	Demographic Multipliers (Transit Oriented Development)*					Annual Expenditures		Total Annual Expenditures		
	Number of Units	Household	Students	Residents	Total Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
2 Bedroom	1	2.012	0.120	2.01	0.12	\$1,181.83	\$3,445.00	\$2,377.84	\$413.40	\$2,791.24
3 Bedroom	2	2.798	0.560	5.60	1.12	\$1,181.83	\$3,445.00	\$6,613.51	\$3,858.40	\$10,471.91
TOTAL	3			7.61	1.24			\$8,991.35	\$4,271.80	\$13,263.15

1. Total Municipal Ratables	\$5,997,768,597	4. CY 2015 Budget	\$535,307,187	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 13,263.15
2. Residential Ratables	\$3,278,586,056			7. Per Capita Municipal Cost	\$1,181.83	10. Anticipated Taxes (74.82 w/ 2% Annual Increase)	
Commercial Ratables	\$1,512,274,524			8. Annual Expenditures Per Student**	\$3,445.00	1st Year	\$ 4,788.48
3. Residential Ratables as a Percentage of Total Ratables	54.66%	5. Residential Portion	\$292,617,271			2nd Year	\$ 7,112.69
						3rd Year	\$ 9,527.95
						4th Year	\$ 12,036.98
						5th Year	\$ 14,642.55
						11. Implied Surplus (Cost)	
						1st Year	\$ (8,474.67)
						2nd Year	\$ (6,150.47)
						3rd Year	\$ (3,735.20)
						4th Year	\$ (1,226.18)
						5th Year	\$ 1,379.40

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

113-115 WALES HOLDINGS, LLC
BLOCK 9202 Lot 7
115 Wales Avenue

9202-7

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
9202	7	Land	28200	64000	0
		Bldg	0	146000	146000
		Total	28200	210000	146000

**Est. In-Lieu of Full Property Tax On Such Property An
Amount Equal To A Percentage Of Taxes Otherwise Due,
According To The Following Schedule:**

Year		
1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due, estimated to be the sum of;	\$ 2,184.74
3	In the third tax year, an amount equal to 40% of conventioal taxes otherwise due, estimated to be the sum of ;	\$ 4,369.49
4	In the fourth tax year, an amount equal to 60% of conventioanal taxes otherwise due, estimated to be the sum of;	\$ 6,554.23
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due, estimated to be the sum of;	\$ 8,738.98
AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF;		\$ 10,923.72
4/4/2016	Land Tax	4,788.48
	Land & Building Tax at Completion	\$ 15,712.20

TIER ONE (5 YEAR)
4/18/16
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **ALT INVESTMENTS, INC. / 115 Wales Avenue** [Applicant /Owner], whose principal place of business is 135 Mountain Road, Warren, NJ 07059.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 115 Wales Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 9202, Lot 7 on the Tax Assessor's Map, more commonly known by the street address of 115 Wales Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about August 4, 2014, as amended on March 22, 2016, the Applicant applied for a five year tax exemption to construct a new three (3) story market rate residential rental building to contain three (3) residential units and a two-car garage on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new three (3) story market rate residential rental building to contain three (3) residential units and a

two-car garage [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$2,185;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$4,369;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$6,554; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$8,739.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$300** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of

the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$5,100, or \$1,500 x 3 units and \$1.50 x 400 square feet of parking garage, as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Since the Project is complete, a Project Employment and Contracting Agreement is not necessary.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

ALT Investments, Inc.
135 Mountain Road
Warren, NJ 07059

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

ALT INVESTMENTS, INC.

BY: _____
Makhan Lalli, President

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____
Robert J. Kakoleski
Business Administrator

City Clerk File No. Ord. 16.080

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16-080

TITLE: ORDINANCE APPROVING A 25 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY JOURNAL SQUARE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 2853 KENNEDY BOULEVARD IN JERSEY CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Journal Square Lofts Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the lessee of certain property known as Block 10601, Lot 49, 2853 Residential Condominium Unit – Unit 01, Qualifier C.001, on the City's Official Tax map, on property more commonly known by the street address of 2851-2857 Kennedy Boulevard, and more specifically described by metes and bounds, in the application (Property); and

WHEREAS, the Property is located within the Journal Square 2060 Redevelopment Plan Area, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, by an application dated July 2, 2015, the Entity applied for a 25 year long term tax exemption to rehabilitate a portion of a six (6) story building with a one-story extension to contain approximately forty (40) market rate residential rental units (Project); and

WHEREAS, the Project received site plan approval from the Planning Board on April 7, 2015; and

WHEREAS, Journal Square Lofts Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 12% of the Annual Gross Revenue, which sum is initially estimated to be \$98,222; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at \$1,964; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge estimated to be \$4,911; and
5. pay the sum of \$60,000 to the City's Affordable Housing Trust Fund;
6. execute a Project Employment & Contracting Agreement;

ORDINANCE APPROVING A 25 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY JOURNAL SQUARE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 2853 KENNEDY BOULEVARD IN JERSEY CITY

7. the total expenditures for rent, either base or additional, allowable in any year is \$175,000, and any amount above that may not be deducted in order to calculate the Allowable Net Profit; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$37,657, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$98,222 to the City and an additional sum of approximately \$4,911 to Hudson County;
2. the Project will create approximately 40 jobs during construction and 1 new permanent job;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Journal Square 2060 Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Journal Square Lofts Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of Journal Square Lofts Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 10601, Lot 49, 2853 Residential Condominium Unit – Unit 01, Qualifier C.001, on property more commonly known by the street address of 2851-2857 Kennedy Boulevard, more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 28 years from the adoption of the within Ordinance or 25 years from the date the project is Substantially Complete;

ORDINANCE APPROVING A 25 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY JOURNAL SQUARE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 2853 KENNEDY BOULEVARD IN JERSEY CITY

2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$37,657 upon Project Completion, whether or not the Project is occupied; or
 - (b) 12% of the Annual Gross Revenue, which initial sum is estimated to be \$98,222, and which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$1,964;
4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$4,911;
5. Project: To rehabilitate a portion of a six (6) story building with a one-story extension to contain approximately forty (40) market rate residential rental units;
6. Affordable Housing Trust Fund: \$1,500 per unit or \$60,000. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement;
7. Staged Adjustments:
 - (a) Stage One: years 1-6;
 - (b) Stage Two: years 7-9;
 - (c) Stage Three: years 10-12;
 - (d) Stage Four: years 13-16;
 - (e) Final Stage: Beginning on the 1st day of the 17th year through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due.
8. The total expenditures for rent, either base or additional, allowable in any year is \$175,000, and any amount above that may not be deducted in order to calculate the Allowable Net Profit;
9. Project Employment & Contracting Agreement: an obligation to execute (i) a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
10. Project Labor Agreement: Entity certified that its construction costs are less than \$25 million. In the event a construction cost audit or report indicates construction costs of more than \$25 million, then the Entity shall execute a Project Labor Agreement and be required to pay the damages as set forth in Section 304-37(3) of the Municipal Code.
11. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91st day at the same rate as the City charges for unpaid real estate taxes;
12. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.

ORDINANCE APPROVING A 25 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY JOURNAL SQUARE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 2853 KENNEDY BOULEVARD IN JERSEY CITY

13. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.
14. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to 1) the City Tax Assessor; 2) the Director of the New Jersey Division of Local Government Services; 3) the Hudson County Chief Financial Officer; and 4) the Hudson County Counsel, within ten (10) calendar days of adoption or execution, whichever occurs later.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JJH/he
4/21/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

Ordinance approving a twenty-five year tax abatement for Journal Square Lofts Urban Renewal, LLC, for a market rate rental project at 2857 Kennedy Boulevard, Block 10601, Lot 49 Qualifier C 0003, pursuant to N.J.S.A. 40 A: 20-1 et seq.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

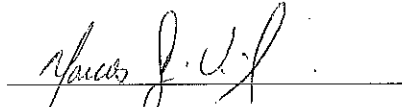
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The applicant, Journal Square Lofts Urban Renewal LLC, is applying for a twenty-five (25) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a forty (40) unit market rate rental project within the Journal Square 2060 Redevelopment Plan area. The proposed project is located in Tier IV on the Jersey City Tax Exemption Policy Map. The application fee of \$9,500 was paid.

The property is located at 2857 Kennedy Boulevard. It is unit 3 of a 3 unit condominium; know as 2853-2857 Kennedy Boulevard Condominium Association, Inc. The property consisting of Block 10601 Lot 49 runs from Kennedy Boulevard through to Magnolia Avenue. The property will be leased from J.F.K. Boulevard Realty Associates, Inc. for a period of fifty (50) years.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

April 18, 2016

Date

DRAFT

DATE: April 6, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: TWENTY-FIVE YEAR TAX ABATEMENT: MARKET RATE
RESIDENTIAL RENTAL PROJECT – Journal Square Lofts Urban
Renewal LLC: 2853-2857 Kennedy Boulevard Residential
Condominium Unit 3 - Block 10601 Lot 49 Qualifier C0003

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado,

INTRODUCTION:

The applicant, Journal Square Lofts Urban Renewal LLC, is applying for a twenty-five (25) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a forty (40) unit market rate rental project within the Journal Square 2060 Redevelopment Plan area. The proposed project is located in Tier IV on the Jersey City Tax Exemption Policy Map. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property is located at 2857 Kennedy Boulevard. It is unit 3 of a 3 unit condominium; know as 2853-2857 Kennedy Boulevard Condominium Association, Inc. The property consisting of Block 10601 Lot 49 runs from Kennedy Boulevard through to Magnolia Avenue. The property will be leased from J.F.K. Boulevard Realty Associates, Inc. for a period of fifty (50) years.

PROPERTY TO BE CONSTRUCTED:

Condominium Unit Three will be a renovation and rehabilitation of an existing six (6) story building. The proposed project will create forty (40) market rate residential units. The units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
Studio	8
One Bedroom	25
Two Bedroom	7

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated at \$5,220,000 is certified by Eli D. Martin the applicant's architect. Total Project Cost is projected at \$11,478,052.

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CONSTRUCTION SCHEDULE:

The applicant is prepared to begin construction immediately upon executing a Financial Agreement and obtaining all government approvals. Completion is expected within fifteen (15) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates creation of forty (40) jobs during Construction and approximately two (2) permanent real estate jobs after construction. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

At the rate of \$1,500 per residential unit for forty (40) units the applicant proposes a total AHTF contribution of \$60,000.

CURRENT REAL ESTATE TAX:

The existing assessment for the land is \$362,500 and the assessment for the existing building is \$140,800. At the current tax rate of \$74.82 the estimated annual tax for the land and existing building is 37,657. The new assessment on the land is unchanged and for the improvements it is \$1,399,200. All taxes are current.

PROPOSED ABATEMENT:

The property is in Tier IV of the Jersey City Tiered Tax Exemption Policy Map. The proposed term of the abatement is the lesser of thirty (30) years from the date of approval of an ordinance approving the abatement or twenty-five (25) years from substantial completion of the project.

The proposed Annual Service Charge is twelve percent (12%) of Annual Gross Revenue for years one (1) through six (6). A two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County would be charged annually.

Beginning the first day of year seven (7) through the end of year seven (7) it would be the greater of twelve percent (12%) of Annual Gross Revenue or twenty percent (20%) of conventional taxes.

Beginning the first day of year eight (8) through the end of year nine (9) it would be the greater of fourteen percent (14%) of Annual Gross Revenue or twenty percent (20%) of conventional taxes.

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Beginning the first day of year ten (10) through the end of year twelve (12) it would be the greater of fourteen percent (14%) of Annual Gross Revenue or forty percent (40%) of conventional taxes.

Beginning the first day of year thirteen (13) through the end of year sixteen (16) it would be the greater of fourteen percent (14%) of Annual Gross Revenue or sixty percent (60%) of conventional taxes.

Beginning in year seventeen (17) through the end of year twenty-five (25) it would be the greater of sixteen percent (16%) of Annual Gross Revenue, or eighty percent (80%) of conventional taxes.

Beginning in year twenty-six (26) the project would pay full conventional taxes.

PROPOSED REVENUE TO THE CITY:

At full occupancy the Applicant's good faith estimated initial annual revenue is \$818,517. The Annual Service Charge at the initial rate of Twelve percent (12%) is \$98,222. The City Administrative fee at two percent (2%) would be \$1,964 and the Hudson County fee of five percent (5%) would be \$4,911.

SERVICE CHARGE VS CONVENTIONAL

JOURNAL SQUARE LOFTS

***ASSUMING 74.82 TAX RATE WITH 2% ANNUAL INCREASE**

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	362,500	COUNTY	5%	EXISTING ASSESSMENT	503,300
BLDG	1,399,200	ADMIN	2%	PROJECTED REVENUE (1ST YEAR)	818,517
TOTAL	1,761,700			INITIAL PROJECTED SERVICE CHARGE	98,222

YEAR	ASC w/ Phase-In Less Land Tax Credit	RATE	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County	Admin	Estimated Conventional Taxes On New Assessment	Staged Adj Rate	% of Conv.	Conventional Taxes at 51% (Estimated)	Current Taxes On Existing Assessment	Land Tax
1	71,100	12%	98,222	98,222	4,911	1,964	131,810			67,223	37,657	27,122
2	72,522	12%	100,186	100,186	5,009	2,004	134,447			68,568	38,410	27,665
3	73,972	12%	102,190	102,190	5,110	2,044	137,136			69,939	39,178	28,218
4	75,452	12%	104,234	104,234	5,212	2,085	139,878			71,338	39,962	28,782
5	76,961	12%	106,319	106,319	5,316	2,126	142,676			72,765	40,761	29,358
6	78,500	12%	108,445	108,445	5,422	2,169	145,529			74,220	41,576	29,945
7	80,070	12%	110,614	110,614	5,531	2,212	148,440	20%	29,688	75,704	42,408	30,544
8	97,895	14%	129,050	129,050	6,452	2,581	151,409	20%	30,282	77,218	43,256	31,155
9	99,853	14%	131,631	131,631	6,582	2,633	154,437	20%	30,887	78,763	44,121	31,778
10	101,850	14%	134,263	134,263	6,713	2,685	157,526	40%	63,010	80,338	45,003	32,414
11	103,887	14%	136,948	136,948	6,847	2,739	160,676	40%	64,270	81,945	45,904	33,062
12	105,964	14%	139,687	139,687	6,984	2,794	163,890	40%	65,556	83,584	46,822	33,723
13	108,084	14%	142,481	142,481	7,124	2,850	167,167	40%	66,867	85,255	47,758	34,398
14	110,245	14%	145,331	145,331	7,267	2,907	170,511	40%	68,204	86,961	48,713	35,086
15	112,450	14%	148,237	148,237	7,412	2,965	173,921	60%	104,353	88,700	49,687	35,787
16	114,699	14%	151,202	151,202	7,560	3,024	177,399	60%	106,440	90,474	50,681	36,503
17	135,569	16%	172,802	172,802	8,640	3,456	180,947	80%	144,758	92,283	51,695	37,233
18	138,281	16%	176,258	176,258	8,813	3,525	184,566	80%	147,653	94,129	52,729	37,978
19	141,046	16%	179,783	179,783	8,989	3,596	188,258	80%	150,606	96,011	53,783	38,737
20	143,867	16%	183,379	183,379	9,169	3,668	192,023	80%	153,618	97,932	54,859	39,512
21	146,744	16%	187,047	187,047	9,352	3,741	195,863	80%	156,691	99,890	55,956	40,302
22	149,679	16%	190,788	190,788	9,539	3,816	199,781	80%	159,824	101,888	57,075	41,108
23	152,673	16%	194,603	194,603	9,730	3,892	203,776	80%	163,021	103,926	58,217	41,930
24	155,726	16%	198,495	198,495	9,925	3,970	207,852	80%	166,281	106,004	59,381	42,769
25	158,841	16%	202,465	202,465	10,123	4,049	212,009	80%	169,607	108,124	60,569	43,624
TOTAL	2,805,929		3,674,663	3,674,663	183,733	73,493	4,221,926		2,041,617	2,153,182	1,206,162	868,734

ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents
Projected figures subject to rounding discrepancies

JOURNAL SQUARE LOFTS URBAN RENEWAL LLC					
Block 10601 Lot 49 Q: C0003					
2857 Kennedy Blvd.					
Block	Lot/QL		Existing	New	Good Faith
		Assessments		Assessments	AGR
10601	49/C0003	Land	362,500	362,500	
		Bldg	140,800	1,399,200	818,517
		Total	503,300	1,761,700	818,517
Estimated In-Lieu of Full Property Tax Payments An Amount Equal To A					
A Percentage Of Taxes Otherwise Due On The Land and Improvement Based					
2015 Tax Rate And Ratio According To The Following Stages:					
Stages					ASC
1st	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 12% of Annual Gross Revenue.				\$ 98,222
2nd	Beginning on the 1st day of the 7th year and the last day of the 7th year of substantial completion, an amount equal to 12% of Annual Gross Revenue or 20% of conventional taxes due on the land and improvements whichever is greater.				\$ 98,222
3rd	Beginning on the 1st day of the 8th year and the last day of the 9th year of substantial completion, an amount equal to 14% of Annual Gross Revenue or 20% of conventioanl taxes due on the land and improvements whichever is greater.				\$114,592
4th	Beginning on the 1st day of the 10th year and the last day of the 12th year of substantial completion, an amount equal to 14% of Annual Gross Revenue or 40% of conventional taxes due on the land and improvements, whichever is greater.				\$114,592
5th	Beginning on the 1st day of the 13th year and the last day of the 16th year of substantial completion, an amount equal to 14% of Annual Gross Revenue or 60% of the amount of taxes due on the land and improvements, whichever is greater.				\$114,592
6th	Beginning on the 1st day of the 17th year and the last day of the 25th year of substantial completion, an amount equal to 16% of Annual Gross Revenue or 80% of the amount of taxes due on the land and improvements, whichever is greater.				\$130,963
		Yearly Land and Improvement Tax			
4/6/2016		*Based on \$74.82 and 27.63% Ratio			

1060-49-C0003
Assessment
Bldg Exempt
1,399,200
1,399,200
Annual Taxes*
(Phase-In)
0
\$ 20,938
\$ 20,938
\$ 41,875
\$ 62,813
\$ 83,751
\$131,810

Re: 2851-2857 Kennedy Boulevard
Approximately .477 Acres
Block 10601, Lot 49, 2853 Residential Condominium Unit
Condo Unit #01, Qualifier C.001
Journal Square 2060 Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the _____ day of ___, 2016, by and between **JOURNAL SQUARE LOFTS URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Hopkins Group, LLC, P.O. Box 18, Jersey City, NJ 07303 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Lessee pursuant to Lease Agreement dated October 31, 2014, of certain property designated as Block 10601, Lot 49, 2853 Residential Condominium Unit – Unit 01, Qualifier C.001, on property more commonly known by the street address of 2851-2857 Kennedy Boulevard, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Journal Square 2060 Redevelopment Plan Area; and

WHEREAS, the Entity plans to rehabilitate a portion of a six (6) story building with a one-story extension to contain approximately forty (40) market rate residential rental units [Project]; and

WHEREAS, on April 7, 2015, the Project received site plan approval from the Planning Board; and

WHEREAS, on July 2, 2015, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance _____ on _____, 2016, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$37,657, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$98,222;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$20,000 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$40,000 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 40 new construction jobs and 1 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Journal Square 2060 Redevelopment Plan, and will include the [remediation or development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants

and the success of the Project; and

3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 15-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance _____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c). The total expenditures for rent, either base or additional, allowable in any year is \$175,000, and any amount above that may not be deducted in order to calculate the Allowable Net Profit.

- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Journal Square Lofts Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance _____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$37,657; and (b) upon Substantial Completion, the sum of \$98,222 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating

and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which

are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 10601, Lot 49, 2853 Residential Unit – Unit 01, Qualifier C.001, on property more commonly known by the street address 2851-2857 Kennedy Boulevard, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will rehabilitate a portion of a six (6) story building with a one-story extension to contain approximately forty (40) market rate residential rental units; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be

constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, a lease capitalization rate for the Entity's lease-hold interest, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Sale Prices or Rents

The Entity represents that its good faith projections of the initial sale price or rents and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 28 years from the date of the adoption of Ordinance _____ on _____, 2016, which approved the tax exemption or 25 years from the original date of Substantial Completion of the Project or _____ 2016. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service

Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 12% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 13th year following Substantial Completion until the last day of the 16th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 17th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$60,000 or \$1,500 per unit as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective date of the Financial Agreement;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City,

including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated construction cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal

officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself

provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if

there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

Journal Square Lofts Urban Renewal, LLC
c/o Hopkins Group, LLC
P.O. Box 18
Jersey City, NJ 07303
Attn: Matthew Weinreich

And

Connell Foley, LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311
Attn: James C. McCann, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated

by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits.

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs;
10. Entity's Lease.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

JOURNAL SQUARE URBAN RENEWAL, LLC

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

City Clerk File No. Ord. 16.081

Agenda No. 3.M 1st Reading

Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.081

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 254 (PROPERTY MAINTENANCE) OF THE JERSEY CITY MUNICIPAL CODE IMPLEMENTING ARTICLE XXII (BUILDING SERVICE EMPLOYEES) TO ESTABLISH A MINIMUM NUMBER OF HOURS IN A WORK WEEK FOR BUILDING SERVICE EMPLOYEES

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City has a vested interest in promoting the economic security and stability of workers and their families; and

WHEREAS, building service workers such as janitors, custodians, doormen and doorwomen, building superintendents, etc., make up a significant portion of the Jersey City workforce; and

WHEREAS, the City wishes to ensure that building service employees who service larger buildings have access to sufficient hours of work to support themselves and their families; and

WHEREAS, doing so requires the City to take action to prevent full-time building service jobs from being unnecessarily broken into part-time jobs, and thereby limiting the salaries of service providers as well as access to the benefits typically associated with full-time jobs such as health insurance coverage; and

WHEREAS, protecting the salaries and benefits of these building service workers is necessary to safeguard the prosperity of working families in Jersey City; and

WHEREAS, the surest way to protect the salaries and benefits of building service workers is to establish a minimum number of hours within a work week that building service employees who service larger buildings must be allowed to work.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of City of Jersey City that:

A. The following amendments to Chapter 254 (Property Maintenance) are hereby implemented and adopted:

ARTICLE XXII Building Service Employees

§254-125.- Definitions.

BUILDING SERVICES - Shall include work performed by a janitor, building cleaner, concierge, porter, doorman, building superintendent, armed or unarmed security guard or handyperson.

COVERED EMPLOYEE - Shall mean (a.) any employee performing building services in or around a covered location in Jersey City except security or concierge services or (b.) any employee providing security or concierge services in or around a covered location in Jersey City from 12:01 AM Monday through 11:59 PM Friday of any week. But covered employee shall not include any employee providing security or concierge services only on Saturday and/or Sunday, nor shall it include any employee providing building services in order to temporarily replace a covered employee for a period of less than one work week.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 254 (PROPERTY MAINTENANCE) OF THE JERSEY CITY MUNICIPAL CODE IMPLEMENTING ARTICLE XXII (BUILDING SERVICE EMPLOYEES) TO ESTABLISH A MINIMUM NUMBER OF HOURS IN A WORK WEEK FOR BUILDING SERVICE EMPLOYEES

COVERED EMPLOYER(S) - Shall mean any individual, partnership, association, corporation, business trust, or any person or group of persons that (a) directly employs; (b) contracts or subcontracts for the services of a covered employee; (c) leases any portion of a covered location and (i) directly employs at least one covered employee or (ii) contracts or subcontracts for the services of at least one covered employee; or (d) owns or controls a covered location. Covered Employers for purposes of this ordinance do not include any governmental entities except for the City of Jersey City.

COVERED LEAVE - Shall mean unpaid temporary leave voluntarily taken by a covered employee pursuant to applicable federal, state or local law; written company policy; or by written request initiated by the covered employee.

COVERED LOCATION - Shall mean any office complex, college, university or museum location of one hundred thousand (100,000) square feet or more or a residential building or complex with more than fifty (50) units. For the purposes of this Article, a covered office location shall mean (1) a single office building; or (2) a continuous, commonly owned office park; or (3) a group of office buildings that have common ownership and management, and are contiguous or have consecutive addresses.

DEPARTMENT - Shall mean the Department of Housing Economic Development & Commerce.

MINIMUM WORK WEEK - Shall mean the minimum number of compensated hours provided to a covered employee in any work week, except for weeks in which the covered employee is taking covered leave.

WORK WEEK - Shall mean a fixed regularly recurring period of one hundred sixty eight (168) hours or seven (7) consecutive twenty four (24) hour periods.

§254-126.- Purpose.

The purposes of this Ordinance are:

- A. To promote the economic security and stability of workers and their families.
- B. Ensure that building service employees who make up a significant portion of the City's workforce have access to sufficient hours of work to support themselves and their families.
- C. To ensure that full-time building service jobs are not unnecessarily broken into part-time jobs, thereby limiting the earning potential of service providers as well as access to the benefits typically associated with full-time jobs such as health insurance coverage.
- D. To help protect the health of tenants, employees and the public by maximizing access of building services workers to health insurance.

§254-127.- Minimum Work Week for Building Service Employees.

The minimum work week for any covered employee as defined by this Ordinance shall be thirty (30) hours per week.

§254-128.- Application.

This Ordinance shall apply to any entity which is a covered employer in relationship to a covered location at which workers are employed to provide building services.

§254-129.- Enforcement and Remedies.

An employee displaced or terminated in violation of this section may bring an action in any court of competent jurisdiction against a covered employer for violations pursuant to this section.

§254-130.- Penalties.

A covered employer responsible for violating this section may be punished as provided in Chapter 1, General Provisions, §1-25, and the minimum fine for violating this section shall be not less than \$100. **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 254**

(PROPERTY MAINTENANCE) OF THE JERSEY CITY MUNICIPAL CODE IMPLEMENTING ARTICLE XXII (BUILDING SERVICE EMPLOYEES) TO ESTABLISH A MINIMUM NUMBER OF HOURS IN A WORK WEEK FOR BUILDING SERVICE EMPLOYEES

Fines awarded pursuant to this section shall be remitted to aggrieved employees to make them whole for losses sustained due to actions violating this ordinance to the extent feasible.

A covered employer shall not retaliate or discriminate against any person because s/he has asserted her/his rights under this ordinance.

§254-131. Notice and Posting.

- A. All covered employers shall give individual written notice to each covered employee at the commencement of the employee's employment (or as soon as practicable if the employee is already employed on the effective date of this law) regarding employee's rights under this chapter. Such notice shall describe the right to a minimum work week of thirty (30) hours; the right to be free from retaliation for enforcing or seeking to enforce any right under this chapter; and the right to file a complaint if the covered employee is employed for a work week of less than thirty (30) hours or is retaliated against for enforcing or seeking to enforce any right under this ordinance. Such notice shall be in English and the primary language spoken by that employee provided that the Department has made available a translation of such notice into such language.
- B. Covered employers shall also display a poster in a conspicuous and accessible place in each establishment where employees are employed containing notice of this chapter. The poster shall be in English and in any language that is the first language of at least ten percent (10%) of the covered employer's workforce provided that the Department has made available a translation of such notice into such language.
- C. The Department shall create and make available to employers individual notices and posters. Notices and posters shall be provided in English, Spanish, Italian, Chinese, Polish, Portuguese, Tagalog, and any other languages selected by the Department.
- D. A covered employer who violates the notice and posting requirements of this section is subject to a civil fine in an amount not to exceed one hundred dollars (\$100.00) for each employee who was not given appropriate notice pursuant to this section and five hundred dollars (\$500.00) for each establishment in which a poster was not displayed.

§254-132.- Severability.

If any provision of this Ordinance or application thereof to any person or circumstance is judged invalid, the invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All material is new. Therefore, underlining has been omitted.

JML/he
4/21/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

City Clerk File No. _____ Ord. 16.082

Agenda No. _____ 3. N _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.082

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) OF THE JERSEY CITY MUNICIPAL CODE TO MANDATE A TRANSITION PERIOD FOR ALL BUILDING SERVICE EMPLOYEES

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, building service workers, such as security guards, janitors, doormen, etc., provide necessary and important services that help maintain Jersey City's vibrant economy; and

WHEREAS, a landlord or property management firm's decision to terminate a service contract with a building service company can result in displacement of service workers and/or a period of long, and often unpaid transition for these employees as they seek out new job opportunities; and

WHEREAS, this displacement is often characterized by replacement of experienced workers with inexperienced ones, usually at entry-level wages; and

WHEREAS, high levels of employee turnover can disrupt service delivery thereby damaging the local economy and threatening the public welfare and safety; and

WHEREAS, §3-51.3 et. seq., of the Jersey City Municipal Code provides some temporary protection for the employees of service contractors when their employers lose a contract with the City; and

WHEREAS, nearly 50% of affected workers are Jersey City residents.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

- A. The following amendments to Chapter 3 (Administration of Government) Article VI (Department of Administration) are hereby adopted:

**ADMINISTRATION OF GOVERNMENT
ARTICLE VI
Department of Administration**

§3-51.3. Transitional Employment Period for Employees of City Contractors.

- A. The City shall give advance notice to a service contractor and any collective bargaining representative of the service contractor's employees that a service contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor contractor or contractors where known. The terminated contractor shall, within five (5) days after receipt of such notice, provide to the successor contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the service contract at the time of receiving said notice. If a successor contractor has not been identified by the City by the end of the five-day period, the terminated contractor shall provide the information to the City. At the same time that the terminated contractor provides this information to the successor contractor or the City, the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor contractor.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) OF THE JERSEY CITY MUNICIPAL CODE TO MANDATE A TRANSITION PERIOD FOR ALL BUILDING SERVICE EMPLOYEES

- B. A successor contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated contractor and its subcontractors at the building(s) covered by the terminated contract.
- C. If at any time the successor contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract the successor contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor contractor shall not discharge without cause an employee retained pursuant to this section. During the 90-day transition period, the successor contractor shall maintain a preferential hiring list of those employees not retained, from which the successor contractor or its subcontractors shall hire additional employees.
- D. At the end of the 90-day transition employment period, the successor contractor shall perform a written performance evaluation for each employee retained pursuant to this section. If employee's performance during such 90-day period is satisfactory, the successor contractor or subcontractor shall offer the employee continued employment under the terms' and conditions established by the successor contractor or subcontractor or as required by law.

§3-51.4. Compliance.

- A. Compliance with this section shall be required in all City contracts to which it applies, and such contracts shall provide that violations of this section shall entitle the City to terminate the contract. In addition, failure to comply with these requirements may ban the contractor from holding contracts with the City for a period of three (3) years. Upon the City's request the contractor or subcontractor shall make all relevant records available to the City or its designee in order for the City to determine whether the contractor or subcontractor is in compliance with said requirements.
- B. An employee displaced or terminated in violation of this section may bring an action in any court of competent jurisdiction against a covered employer for violations pursuant to this section.

§3-52. Transitional Employment Period for Employees of Contractors employed in Jersey City.

- A. Definitions.

For the purposes of this section, the following terms shall have the meanings indicated:

AWARDING AUTHORITY - means any person or entity that awards or enters into a service contract or subcontract as defined below.

CITY - means Jersey City.

COVERED LOCATION Shall mean any office complex, college, university or museum location of one hundred thousand (100,000) square feet or more or a residential building or complex with more than fifty (50) units. For the purposes of this Article, a covered office location shall mean (1) a single office building; or (2) a continuous, commonly owned office park; or (3) a group of office buildings that have common ownership and management, and are contiguous or have consecutive addresses.

PERSON - means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ employees or enter into a service contract.

SERVICE CONTRACT - means a contract between an awarding authority and an employer to provide security, janitorial, or building maintenance services at a covered location in the City.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) OF THE JERSEY CITY MUNICIPAL CODE TO MANDATE A TRANSITION PERIOD FOR ALL BUILDING SERVICE EMPLOYEES

SERVICE EMPLOYEE - means an individual employed as a non-supervisory and non-management building service employee, including a janitor, security officer, groundskeeper, doorman, building cleaner, janitor, porter, handyperson, superintendent, elevator operator, window cleaner, stationary fireperson or building engineer.

SERVICE EMPLOYER - means any person who employs service employees at a covered location, provided that it employs more than fourteen (14) service employees anywhere in the United States.

SUCCESSOR SERVICE EMPLOYER - means a service employer that is awarded a service contract to provide, in whole or in part, services that are substantially similar to those provided at the affected location(s) at any time during the previous 90 days or has purchased or acquired control of a property located in the City where service employees were employed at any time during the previous 90 days or terminates a service contract and hires service employees as its direct employees to perform services at the affected location(s) that are substantially similar within 90 days after a service contract is terminated or cancelled.

B. Obligations of Awarding authorities.

At least fifteen (15) days before terminating any service contract or entering into a service contract, an awarding authority must:

- (a) request the terminated service employer to provide Awarding the Authority and the successor service employer a list containing the name, date of hire, and job classification of each service employee working on the service contract;
- (b) give the successor service employer a list containing the name, date of hire, and job classification of each service employee currently performing the work to be performed under the service contract;
- (c) provide written notice to any collective bargaining representative(s) of the affected service employees of the decision to terminate the service contract and/or enter into a new service contract, including the identity of the successor service employer;
- (d) ensure that a written notice to all affected service employees describing the pending termination of the service contract and the employees' rights provided by this section is conspicuously posted at any affected work site.

C. Successor service employers.

- (a) subject to paragraph (c), each successor service employer must retain each affected service employee at a covered location for 90 days or until its service contract is terminated, whichever is earlier;
- (b) each successor service employer must give each affected service employee a written offer of employment and send a copy to the employee's collective bargaining representative, if any. Each offer remains effective for ten days after the notice is delivered;
- (c) each successor service employer may retain less than all of the affected service employees during the 90 day transition period if the successor employer:
 - (i) finds that fewer service employees are required to perform the work than the predecessor employer had employed;
 - (ii) retains service employees by seniority within each job classification;
 - (iii) maintains a preferential hiring list of those employees not retained; and

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) OF THE JERSEY CITY MUNICIPAL CODE TO MANDATE A TRANSITION PERIOD FOR ALL BUILDING SERVICE EMPLOYEES

- (iv) hires any additional service employees from the list, in order of seniority, until all affected service employees have been offered employment;
- (d) except as provided in paragraph (c), a successor service employer may not discharge a service employee retained under this Section without just cause during the 90 day transition period;
- (e) At the end of the 90 day transition period, each successor service employer must give a written performance evaluation to each service employee retained pursuant to this section and offer continued employment to each service employee who receives a satisfactory evaluation.

D. Violations and penalties.

A covered employer responsible for violating this section may be punished as provided in Chapter 1, General Provisions, § 1-25, and the minimum fine for violating this section shall be not less than \$100. Fines awarded pursuant to this section shall be remitted to aggrieved employees to make them whole for losses sustained due to actions violating this ordinance to the extent feasible.

A covered employer shall not retaliate or discriminate against any person because s/he has asserted her/his rights under this ordinance.

An employee displaced or terminated in violation of this section may bring an action in any court of competent jurisdiction against the terminated contractor and/or the successor contractor for violations under this ordinance.

E. Severability.

If any provision of this Ordinance or application thereof to any person or circumstance is judged invalid, the invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

B. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

C. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This Ordinance shall take effect 20 days after enactment.

E. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

NOTE: All new material is underlined; words ~~struck through~~ are omitted.

For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JML/he
4/20/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐